

THE UNIVERSITY OF VERMONT
ROBERT HULL FLEMING MUSEUM
BURLINGTON, VERMONT

DECEMBER 18, 1957

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

MRS. EDITH HALPERT
THE DOWNTOWN GALLERY
EAST 51ST STREET
NEW YORK, NEW YORK

DEAR MRS. HALPERT,

I EXPECT TO BE IN NEW YORK BETWEEN CHRISTMAS AND NEW YEARS AND HOPE IT WILL BE POSSIBLE FOR ME TO SEE YOU AND TALK TO YOU ABOUT THE FLEMING MUSEUM. OUR LARGEST GALLERY IS DEVOTED TO AMERICAN ART BUT AS YOU KNOW SHELBURNE IS ONLY EIGHT MILES AWAY SO IT PRESENTS PROBLEMS AS TO WHAT I SHOULD CONCENTRATE ON.

I AM LOOKING FORWARD TO SEEING YOU AND WILL CALL NEXT WEEK.

SINCERELY,

Thomas J. McCormick
THOMAS J. MCCORMICK
DIRECTOR

TJMCC/JO

December 27, 1957

Dear Miss Halpert:

This is to notify you that the shipment from Budworth
containing your painting "Brooklyn Bridge" by Georgia
O'Keefe, has been received. Although it has not yet
been unpacked, everything looks to be in good order.

Sincerely yours,

Jett Rogalla

(Mrs.) Jett Rogalla,
Secretary

DALLAS MUSEUM FOR CONTEMPORARY ARTS
5966 W. Northwest Highway EMerson 1-0360
Dallas 25, Texas

ETHEL LINDER REINER PRODUCTIONS

58 West 57th Street • New York 19, N. Y. • PLaza 7-3867

December 20, 1957

Mrs. Edith Halpert
32 East 51st Street
New York City

Dear Mrs. Halpert:

This is just the formal acknowledgement of the receipt of the properly executed Limited Partnership papers together with your check for \$1800, which represents 1% in The Tuesday Company.

As soon as the entire partnership is filed, you will receive a fully conformed copy for your files.

For Ethel Linder Reiner
and
Jack Lawrence

Ruth Popiel

Ruth Popiel
Production Secretary

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December 22, 1937

Mr. R. T. Eldridge
Folsom Engraving Company
212 Summer Street
Boston 12, Massachusetts

Dear Mr. Eldridge:

Thank you for your letter.

We have at least three or four more Dove paintings under consideration for color plates but until Mr. Wight sends us the complete list of pictures now being reproduced, we are not in a position to make the specific selection. This I hope will be attended to shortly, as I appreciate the value of the unity in such work.

Sincerely yours,

RM:spb

December 24, 1957

Mrs. Lewis Hoffman
425 East Meyer Boulevard
Kansas City 10, Missouri

Dear Mrs. Hoffman:

Thank you for your check.

The delay in shipment was due to the holiday rush at the framer's but I am sure that the package will have reached you by this time.

As soon as we receive the bill for the frame we shall send you our invoice. I do hope that you like our choice which we think has improved the presentation of the picture considerably — and that you are enjoying all three pictures.

It was a great pleasure to meet you and I hope that you will come in to see us again when you are next in New York.

Sincerely yours,

EGH:ph

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SIXTEENTH: Until net profits shall have been earned, losses suffered and incurred by the partnership, up to but not exceeding the aggregate limited contributions, shall be borne entirely by the limited partners in proportion to their respective contributions. After net profits shall have been earned, then, to the extent of such net profits, the general partners and limited partners shall share such losses pro rata in the same percentages as they are entitled to share in net profits pursuant to the provisions of paragraph FIFTEENTH hereof.

No limited partner (other than a partner who is both a limited and a general partner) shall be personally liable for any debts, obligations or loss of the partnership in any event, except from the capital contributed by him hereunder, but the provisions of this paragraph SIXTEENTH shall not affect such obligations of the limited partners as are set forth in paragraph SEVENTEENTH hereof to return capital contributions or profits actually received by them.

SEVENTEENTH: (a) The contributions of the limited partners shall be returned to them at the following times:

At such times (after the opening of the play in New York City) as the partnership has a cash reserve not less than the sinking fund (plus a reasonable amount for initial expenses in the event that the original company is sent on tour) after the payment or reasonable provision for payment of all debts, liabilities, taxes and contingent liabilities, all cash received from time to time by the partnership in excess of said cash reserve shall be paid monthly to the limited partners until their total contributions shall have been thereby fully repaid. Each limited partner shall receive that proportion of each monthly excess of cash as the total of his contribution bears to the aggregate amount of all contributions made by all limited partners. No distinctions shall be made under this subparagraph between original limited partners and additional limited partners. (In the event that any limited partner shall have given an obligation to Actors' Equity Association or similar organization, then, at the time of each such payment aforesaid, the partnership shall set aside the amount which would have been payable to such limited partner had he made a contribution in cash equal to the face amount of such obligation, until there shall be accumulated a sum sufficient to release the liability of such limited partner, and the partnership shall thereafter hold such limited partner harmless from any liability under such obligation. If, upon the termination of the production, the amount so accumulated shall not have been used, it shall revert to the funds in the Special Bank Account or Accounts for distribution as in this agreement provided.)

(b) The time and manner of distribution of the net profits of the partnership shall be as follows:

Such part of the net profits of the partnership as can be paid in cash and still leave the partnership with a cash reserve not less than the sinking fund (plus a reasonable amount for initial expenses in the event that the original company is sent on tour) after the payment, or reasonable provision for the payment, of all debts, liabilities, taxes and contingent liabilities, and after making the payments provided for in subdivision "(a)" of this paragraph SEVENTEENTH, shall be paid monthly to the limited and general partners (in accordance with the percentage provisions hereinbefore set forth in paragraph FIFTEENTH);

(c) Solely for the purpose of determining whether or not any contributions are to be repaid or net profits are to be distributed to the limited and/or general partners under the provisions of this paragraph SEVENTEENTH (but not for any other purpose) the monthly financial report prepared by the accountants for the partnership shall be conclusive;

(d) Upon the closing of all companies presenting the play under the management of the partnership, and the abandonment of further intention of producing the play, the assets of the partnership shall be liquidated as promptly as possible and the cash proceeds shall be applied as follows, and in the following order of priority:

(1) To the payment of all debts, taxes, obligations and liabilities of the partnership, and the necessary expenses of liquidation. Where there is a contingent debt, obligation or liability, a reserve shall be set up to meet it, and if and when said contingency shall cease to exist, the moneys, if any, in said reserve shall be distributed as herein provided for in this paragraph SEVENTEENTH.

(2) To the repayment of the capital contributed by the limited partners (if any shall then remain unpaid), the said partners sharing each such repayment proportionately to their respective contributions.

(3) The surplus, if any, of the said assets then remaining shall be divided among all the partners in the proportion they share in net profits.

In liquidating the assets of the partnership, all physical assets of a saleable value, belonging to the partnership, shall be sold at public or private sale, as the general partners may deem advisable. No assets other than physical ones need be sold. It is agreed that any limited and/or general partner may purchase said physical assets at such sale.

At any time after the completion of the run of all companies presenting a first-class production under the management of the partnership, the general partners shall have the right to sell or otherwise dispose of the production rights and the partnership's interest in the subsidiary rights other than the motion picture rights. The limited and/or general partners may be purchasers upon any such sale provided the amount paid by them as pur-

chasers shall be a fair and reasonable one. The signatories hereto agree that Mr. James F. Reilly, or a person who shall at the time be acting in the capacity which Mr. Reilly held on January 1, 1956 with the League of New York Theatres, may pass upon the fairness and reasonableness of the amount the proposed purchaser shall offer to pay at any such proposed sale, and his judgment shall be final and binding upon all parties.

(e) If any sum by way of repayment of contribution or distribution of profits shall have been paid prior or subsequent to the termination date of the partnership, and at any time subsequent to such repayment there shall be any unpaid debts, taxes, liabilities or obligations of the partnership, and the partnership shall not have sufficient assets to meet them, then each limited and each general partner shall be obligated to repay to the partnership up to the amount of capital so returned to him and profits so distributed to him as the general partners may need for such purpose and may demand. In such event the limited partners and general partners shall first repay any profits theretofore distributed to them, such repayment by them to be made in proportion to the amounts of such profits theretofore distributed to them respectively, and if such distributed profits shall be insufficient, the limited partners shall return contributions of capital which may have been repaid to them, such return by the limited partners, respectively, to be made in proportion to the amounts of contributions of capital which may have been so repaid to them, respectively. All such repayments by limited partners shall be repaid promptly after receipt by each limited partner from the general partners of a written notice requesting such repayment, together with a statement of the aggregate amount so to be repaid and of the amounts so to be repaid by each limited and by each general partner, and together, also, with an explanation of the necessity for such repayment. Such repayments by the general partners shall be made by them at the time of sending of such notice to the limited partners.

The obligations herein set forth in this subparagraph shall be in lieu of the obligations imposed under Sections 105 and 106 of the Partnership Law of the State of New York insofar as said obligations are imposed by said Sections, and in addition thereto insofar as they are not imposed by said Sections.

EIGHTEENTH: The general partners agree that upon the commencement of the partnership they will, in the name of the partnership, open, and will thereafter maintain, in New York City, a Special Bank Account or Accounts, in which shall be deposited all of the capital of the partnership, and all of the gross receipts as hereinbefore defined, and no other funds. The funds in said Special Bank Account or Accounts shall be used solely for the business of the partnership.

NINETEENTH: At all times during the continuance of the partnership, the general partners shall keep or cause to be kept full and faithful books of account in which shall be entered fully and accurately each transaction of the partnership. All of said books of account shall be at all times open to the inspection and examination of the limited partners, or their representatives. The general partners shall likewise have available for the examination and inspection of the limited partners or their representatives, at any time, box office statements received from the theatre (or theatres, as the case may be) at which the play produced by the partnership shall be shown. The general partners further agree, after the abandonment of the play as provided for in paragraph ELEVENTH hereof, and within thirty (30) days thereafter, to furnish each limited partner with a final detailed statement of the operations of the partnership, and also to furnish each limited partner with a final detailed liquidating statement. The general partners agree to deliver to the limited partners, not later than thirty (30) days after the opening of the play in New York City, a complete statement of production expenses, duly audited, and they further agree to deliver to the limited partners as long as the play is being presented as a first-class attraction by the partnership, a monthly statement of operations duly audited. The general partners further agree to deliver to each limited partner all so-called "information returns" (prior to the filing thereof with the Federal and State governments), showing the income of the partnership and of each partner received therefrom.

The general partners further agree, after the close of all companies presenting the play under the partnership's management, to furnish each limited partner a final, detailed statement of the operations of each such company (as well as separate statements for each such company during its presentation of the play), and upon the termination of the partnership to furnish each limited partner a final, detailed liquidating statement.

All such statements shall be prepared by such firm of accountants, experienced in the theatrical business, as the partnership may at the time have auditing its accounts.

TWENTIETH: The general partners agree to render, in connection with the play, services customarily and usually rendered by theatrical producers, and to devote as much time thereto as may be necessary, it being agreed, however, that, subject to faithful performance by the general partners of this obligation, they may engage in other businesses, including other theatrical productions. They agree to furnish, from the date of this agreement, office facilities including local telephone, stationery, secretarial and like facilities (but not including a press department) for which they shall receive the cash office charge, and no more, beginning two weeks prior to the first rehearsal and continuing through the week after the close of the play. In the event that there is more than one company, the cash office charge shall be payable

The Corcoran Gallery of Art

Washington 6, D. C.

HERMANN WARNER WILLIAMS, JR.
DIRECTOR AND SECRETARY

METROPOLITAN 9-3211

December 20, 1957

Mrs. Edith Gregor Halpert
The Downtown Gallery
32 East 51 Street
New York 22, New York

Dear Edith:

Mrs. Gates Lloyd has just called me to say that Mr. and Mrs. Lowenthal have just acknowledged her invitation to dinner regretting, in as much as they do not plan to be in Washington at that time. Mrs. Lloyd went on to say that she and her husband had originally intended to be in Philadelphia on that date and did I think, in view of this change of circumstance, you would mind if she canceled her plans for that evening. I said that I did not think you would mind in the least, and naturally Alice and I would very much hope that you would dine with us.

With best seasons greetings,

Sincerely yours,



Director

HNW/arf

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December 16, 1957

Mr. Duffield
Mr. Peter Duffield,
Co-chairman of the Student Artistic Committee
McGill and the University of Montreal
Montreal, Canada

Dear Mr. Duffield:

Mrs. Halpert, who is in Florida for a vacation,
asked me to write you giving permission to use her
name in the Honorary Committee list for your
forthcoming exhibition.

Sincerely yours

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THE PENNSYLVANIA STATE UNIVERSITY
UNIVERSITY PARK, PENNSYLVANIA

COLLEGE OF THE LIBERAL ARTS
SCHOOL OF THE ARTS
ART DEPARTMENT

106 Temporary Building

December 17, 1957

Mrs. Edith Gregor Halpert
The Downtown Gallery
32 E. 51st Street
New York, New York

Dear Mrs. Halpert:

For some time, our committee on Exhibitions and Acquisitions has been planning to honor two people who have contributed heavily to the advancement of American Art. The one carrying on the tradition established by Alfred Stieglitz, the other developing another important mode of contemporary painting.

The first is obviously you, for your staunch support of American Art. You have developed the most notable group of painters and sculptors represented in any one gallery. We ask, therefore, that you accept our invitation to attend our annual Arts Festival celebration, any time at your convenience, between May 5th and May 17th.

During that time, we would like to present to our students, formerly, the sculpture by William Zorach. Would you please address our faculty and students on any subject chosen by you, dealing with your connection with American Art?

Your ideas will be appreciated and we will try to follow any suggestions you may give us for that program. An honorarium will be paid you and I am sure that Mr. and Mrs. Christ-Janer will want you as a guest in their home. We have plenty of time to arrange details of this occasion, which will be the climax of our exhibition period.

Yours very truly,

Stuart H. Frost

Stuart H. Frost, Secretary
Committee of Exhibitions and
Acquisitions

SHF/ea

Albert Christ-Janer

Albert Christ-Janer, Director
School of the Arts

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THE PRINT CLUB
GRAPHIC WORKSHOP AND GALLERY
1614 LATIMER STREET
PHILADELPHIA 3

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31 December 1937

Mr. John Marin, Jr.
The Downtown Gallery
32 East 51 Street
New York City 22, NY

Dear Mr. Marin:

Your letter regarding the change
in price for the Stuart Davis print "Cliche"
has just been received. This print was sold
in a pre-Christmas sale for the original price
of \$45.00.

Sincerely yours,

Bertha von Moschizsker
Bertha von Moschizsker
Director

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December 23, 1967

Dr. David Gebhard, Director
Roswell Museum
Roswell, New Mexico

Dear Dr. Gebhard:

I have just returned from a lengthy vacation and found your letter dated December 14th.

Will you be good enough to insure the Hartley painting immediately as we are planning to carry out your request and ship it to you via Air Express the latter part of this week.

I hope that you will be as enthusiastic as I am about this very handsome example.

A consignment invoice is enclosed. The price listed is the special net figure for the Museum in the event of purchase by it but if a private individual is interested, the price will have to be raised accordingly.

Sincerely yours,



BGM:pb

Enclosure

December 24, 1957

Mr. Hermann Warner Williams, Jr.
Director
The Corcoran Gallery of Art
Washington 6, D. C.

Dear Bill:

I have just returned from my vacation and found several letters from you, including the request for an appraisal on the Bonath. I am not familiar with this specific picture but I am giving you a valuation based on a similar example I have had at one time.

I am writing Mrs. Lloyd today accepting her invitation and her disinvitation, explaining why my reply is so late. No doubt the Mattners will be on top that evening and I shall indeed be delighted to dine with you and Mrs. Williams (I assume that the opening is in the evening of the same day).

In any event, as you say, there is plenty of time to discuss the exhibition.

Merry Christmas.

Sincerely yours,

EGH:pb
Enclosure

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Mrs. Stephen Arthur Stone

any of his other work.
We'll let you know
soon, whatever we decide.

Have a nice party -
a happy New Year to
you & the gallery staff.

Love,
Lefel

MRS. HENRY WEBER
3081 NORTH MARIETTA AVENUE
MILWAUKEE 11, WISCONSIN

Dec. 10, 1957

Downtown Gallery
New York, N.Y.

Dear Mrs. Halpert -

The December issue of Vogue Magazine, on page 145, shows Carl Zerbe's "Church - Venice" a gouache with frame.

In your opinion, which I value, is the Zerbe picture representative of his painting with which I am familiar and admire? Also, are the colors as good as the composition appears from the print? If this painting

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PO ✓
Mrs.
December 24, 1957

Mr. Thomas J. McCormick, Director
Robert Hull Fleming Museum
The University of Vermont
Burlington, Vermont

Dear Mr. McCormick:

Because I have been away for ten days, your letter did not come to my attention until this morning.

It would be very nice to see you and if you will call me on your arrival we can arrange a time convenient for you.

Sincerely yours,

EG :pb

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MS

MUSEUM OF FINE ARTS
BOSTON 15
DEPARTMENT OF PRINTS

Dec 27th 1957

Mrs Edith S. Halpert,

The Downtown Gallery,

32 East Fifty-first Street,

New York N. Y.

Dear Edith:

Thank you for your kind notes. My
two recent visits to New York, each of 24 hrs
duration, were too fleeting to include even a
telephone call. I do hope to drop in nevertheless
sometime soon even though I will not be
able to come to your Preview Reception Monday

Dec 30th.

With kindest regards and all good wishes

Sincerely yours,

Henry P. Roscher

GENERAL PARTNERS

NAME

ADDRESS

ETHEL LINDER REINER

58 West 57th Street, New York, N.Y.

JACK LAWRENCE

58 West 57th Street, New York, N.Y.

THE TUESDAY COMPANY

INVESTORS

CASH CONTRI- BUTION

PERCENT- AGE OF PROFITS

NAME

ADDRESS

James H. Rasmussen	3607 Center St., Mariemont, Ohio	\$ 225.00	1/8%
Miriam Stern	c/o S.P.A., 158 W. 55 St., N.Y.C.	675.00	3/8%
H. Silverson	c/o Klein & Ziegler, 285 Madison Ave., N.Y.C.	3,300.00	1-5/6%
Ethel Linder Reiner	58 W. 57 St., N.Y.C.	5,400.00	3%
Mac Schwartz	1415 Avenue O., Brooklyn, N.Y.	300.00	1/6%
Jack Lawrence	58 W. 57 St., N.Y.C.	2,700.00	1-1/2%
L. Arnold Weissberger, Attorney	120 E. 56 St., N.Y.C.	25,200.00	1%
William H. Kron	75 Maiden Lane, N.Y.C.	450.00	1/4%
Louis Kay	c/o James Moore, 15 E. 53 St., N.Y.C.	450.00	1/4%
Joseph Weinstein	c/o November Co., 450 Seventh Ave., N.Y.C.	450.00	1/4%
Horace Marston	French Book Guild, 145 W. 57 St., N.Y.C.	450.00	1/4%
Frank Campini	830 Seventh St., San Francisco, Cal.	450.00	1/4%
Fred Jones	300 E. 57 St., N.Y.C.	450.00	1/4%
Walter Haas	14422 Shaker Blvd., Cleveland, Ohio	450.00	1/4%
Ruth Davidson	160 Central Park So., N.Y.C.	450.00	1/4%
Robert Daley	229 E. 70 St., N.Y.C.	450.00	1/4%
Betty Langley	11003 Ophir Drive, Los Angeles, Cal.	450.00	1/4%
Mac Gress	19 W. 8 St., N.Y.C.	450.00	1/4%
Selig Burrows	514 W. 49 St., N.Y.C.	450.00	1/2%
Dr. R. H. Gwartney	1098 D St., San Bernardino, Cal.	450.00	1/4%
Richard L. Blum, Jr.	911 Park Ave., N.Y.C.	450.00	1/4%
Kim Barnet	5 Sabrina Rd., Wellesley, Mass.	450.00	1/4%
Andree Barnet	5 Sabrina Rd., Wellesley, Mass.	450.00	1/4%
William Jaffee	60 Midvale Rd., Hartsdale, N.Y.	450.00	1/4%
Robert Jaffee	60 Midvale Rd., Hartsdale, N.Y.	450.00	1/4%
Dr. Mark Stern	30 E. 9 St., N.Y.C.	900.00	1/2%
Dr. Louis Heyn	Herrentown Rd., Princeton, N.J.	900.00	1/2%

MICHAEL WATTER, D. ENG.

December 28, 1957

Dear Edith

I am sending out the
"book." Its technical specifications
are Metal: 301 Stainless Steel with
the strength of 300000 pounds per square
inch. Thickness of edges - fourteen thousandths
of an inch. Thickness of core XX - six thousandths
of an inch.

Black filler - EPOXY PLASTIC.

Note the 301. One & three - your
favourite digits.

My very best wishes for a
Very happy New Year - love to
you and the Baums

Michael

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ACPS

AMERICAN COLOR PRINT SOCIETY

December 28, 1957

Mrs. Edith Gregor Halpert
The Downtown Gallery
New York City

Dear Mrs. Halpert:

Thank you for your check for \$100.00 for
the Sonia Watter Award.

As soon as we have the information, we
will let you know the results of the ex-
hibition.

Sincerely yours,

Richard Hood

THE PENNSYLVANIA ACADEMY OF THE FINE ARTS

BROAD AND CHERRY STREETS PHILADELPHIA 2 RITTENHOUSE 6-1877

John F. Lewis, Jr., President

Henry S. Drinker, Vice President

C. Newbold Taylor, Treasurer

Joseph T. Fraser, Jr., Director and Secretary

Raymond T. Entenmann, Curator of Schools

December 24, 1957

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Mrs. Edith G. Halpert
The Downtown Gallery
32 East 51st Street
New York, N. Y.


Dear Edith:

I have just received a package of photographs which tells me that we are to have the tempera by Ben Shahn entitled "Obsession". It looks to be a very good one, and I am very pleased. As Charles Sheeler's picture is not checked in your list, I suppose we are still waiting in the hope of a new one. You have, however, included a photograph of "Interior of Coliseum" by Al Blaustein, which Mr. Watkins did not invite.

With these photographs I am rather surprised to get a bill for \$7.00 - \$1.00 each for seven photographs - (including the Blaustein), none of which was ordered. I feel quite sure that in the past, whether we have had to make choices through the medium of photographs, or whether the galleries have sent us photographs as a record of our choices, there has been no such charge made before. This is a fairly minor matter, and I would be the last one to inject anything but Seasonal good will, but I did believe that this called for a note.

I hope you all have a wonderful time on Wednesday.

Sincerely,


Joseph T. Fraser, Jr.,
Director.

JTFjr:ae
enclosure

GUMP'S

OFFICES IN
AGRA
FLORENCE
HONGKONG
ISTANBUL
LONDON
MUNICH
PARIS
TOKYO

19 December 1957

Edith Halpert
DOWNTOWN GALLERY
32 East 51st Street
New York 22, New York

Dear Mrs Halpert:


I hope your Christmas Season has been as good as ours. We have been up to our necks....

On the serigraphs which we have received from you previously (September 1956) we got a 20 percent discount; but on the last invoice from you (dated Nov. 9, 1957) there is no discount indicated. We are wondering if the prices listed are actual cost to us, or if we have a 20 percent discount from these listed prices.

Upon receiving your answer you will be mailed a purchase order for all the items we have recently received from you.

I'm planning on being in your big city the last two weeks of January and will look forward to seeing you.

Sincerely,


Hal Turner Wilmoth
Director
GUMPS GALLERY

December 24, 1957

Mrs. James Schramm
2700 South Main Street
Burlington, Iowa

Dear De:

On my return from my Florida vacation I found your letter of the 17th.

The more I consider the contents the more convinced I feel that it might be better for you to wait until another Davis comes along which both you and Jim will want permanently. In a case of living artists it is always a problem in relation to an exchange of specific examples. Knowing the boys as well as I do, I am very conscious of the somewhat demoralizing effect on them when they learn a painting had been returned - unless it is a minor size example traded against a large painting. Since you too have had many contacts with artists I think you will appreciate this fact. That is why I offered to take in MAX at a higher figure in this instance against MEMO NO. 2. Otherwise, as in the case of the latter, it would be rather difficult. However, if you still feel strongly about MEMO and are winning Jim over more and more, the matter of payment is not important. We can extend a two-year installment plan if you so desire.

Since Kamiyoshi is no longer with us, I should be glad to accept his two pictures, NEAR COLORADO SPRINGS and WORM ATTACKED - allowing \$1000. for the two, either as a credit or on an immediate cash basis. Why don't you think this over and let me know your decision by December 31st, when our 32nd Annual Exhibition opens and when we will want whatever Davises are available in our stock.

Meanwhile, I hope that you and Jim have a wonderful holiday.

Sincerely yours,

EGH:ph

prior to publishing information regarding sales transactions. researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information they be published 60 years after the date of sale.

Christmas Eve 1957

Dear Edith,

We are "square in the middle" of getting ready to open our gifts and then we'll set the scene for Santa Claus. I wish that you, Mathaley, Harry and Patsy could be here, too, but I know that all is festive in Washington! This is one of the best of all Christmastimes for us. You are aware of many of the reasons but perhaps some you should know about have not come to your attention. We deeply appreciate your generous gifts! You have

THIRTIETH

I. The Play is called "Maybe Tuesday" and is written by Mel Tolkin and Lucille Kallen. The Authors will receive the standard minimum royalties provided by the Minimum Basic Production Contract of the Dramatists Guild.

II. The general partners have all customary rights.

III. The amount of the sinking fund shall be Twenty-five Thousand (\$25,000.00) Dollars.

IV. The amount of the estimated production requirement is Ninety Thousand (\$90,000.00) Dollars.

V. The amount of the cash office charge is Three Hundred (\$300.00) Dollars per week commencing with two weeks before the commencement of rehearsals and continuing until one week after the close of all first-class companies.

VI. The firm name of the partnership shall be The Tuesday Company.

VII. The address is c/o Ethel Linder Reiner Productions, 58 West 57th Street, New York City.

VIII. The general partners have expended and will expend advances to the Authors and such other customary, reasonable and necessary expenses as may be incurred in connection with the production.

IX. The general partners may receive for their services as Managers of the production as non-returnable advances against their share of the net profits, a sum equal to one (1%) per cent of the gross weekly box office receipts of each company presenting the play for every week in which such company has an operating profit, except, however, that in no event shall such weekly sum exceed one-half of the weekly operating profit. Such non-returnable advances shall cease when the cost of production has been recouped.

X. The general partners may pay such percentages of the gross box office receipts as may be necessary and reasonable to acquire the services of artistic personnel.

XI. The production shall be announced substantially as follows:

Ethel Linder Reiner and Jack Lawrence

Present

Schramm

TWENTY - SEVEN HUNDRED SOUTH MAIN STREET, BURLINGTON, IOWA

December 26, 1957

Dear Edith,

Happy holidays to you! Happy day for us! Mother presented us with a munificent thousand dollars expressly for art *yesterday*.

Perhaps this will make the question of whether you should let us have Stuart Davis' Memo Number Two easier to decide. It means that we can pay for half of the picture immediately in cash.

Of course we are interested in the two Stuart Davis' oils listed in your catalogue. Are these comparable in size or price? If they are smaller or less expensive, that might help to solve this problem. How could I like them as well as Memo Number Two?

I really do have a guilt feeling about bringing the picture out here and out of the show under the financial circumstances described in letter one. I would certainly not want to keep it if this, in any way, were a disadvantage to Stuart Davis or to you.

Very best to you,



Dorothy

DS:vd

rior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

35 EAST WACKER DRIVE
CHICAGO 1, ILLINOIS

RANDOLPH 8-8780

ALLEN KANDER AND COMPANY

1825 EYE STREET, N.W.

WASHINGTON 8, D.C.

NATIONAL 8-1880

PLEASE REPLY TO WASHINGTON OFFICE

80 EAST 42ND STREET
NEW YORK 17, N.Y.

MURRAY HILL 7-4242

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 50 years after the date of sale.

December 26, 1957

Mrs. Edith G. Halpert, Director
The Downtown Gallery
32 East 51st Street
New York 22, New York

Dear Mrs. Halpert:

It was nice of you to write me as per yours of
December 24th.

Of course, there is a way of expediting the first
\$2,000. How would it do if the last payment in
January covers the difference between what will have
been paid up to that date and \$2,000?

If this is OK, just drop me a line.

Sincerely,

Allen Kander
Allen Kander

AK/rr

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324-7157

TENTH: If, however, by reason of enemy invasion, strikes, acts of God, or other extraordinary events beyond the reasonable control of the general partners the cost of opening the production in New York City shall be increased above the estimated production requirements, the general partners shall not be obligated to contribute or obtain additional contributions made necessary by such extraordinary events, but they, nevertheless, agree to exert their best endeavors so to do. Additional contributions, if by such extraordinary events, but they, nevertheless, agree to exert their best endeavors so to do. Additional contributions, if

Eleventh: In the event that the actual production expenses, as hereinafter defined, shall exceed the estimated production requirements, the general partners agree, either by making cash contributions themselves or by obtaining contributions from other limited partners, to make available to the partnership such sums as shall equal the excess, but such additional contributions shall not have the effect of reducing the share of net profits payable to the original limited partners.

Twelfth: The production of the play shall be announced as set forth in subparagraph XI of paragraph TWENTY hereof.

Thirteenth: Subject to the other provisions of this agreement, the partnership shall continue until all rights of the partnership in the play shall have terminated. Upon said termination the general partners shall liquidate the affairs of the partnership as hereinafter provided for.

FOURTEENTH: For the purposes of this agreement the following terms shall have the following meanings:

(a) The term "net profits" shall be deemed to mean the excess of "gross receipts" over all "production expenses", "running expenses", and "other expenses".

(b) The term "gross receipts" shall be deemed to mean all sums derived by the partnership from any source whatsoever from the exploitation or turning of the play at the conclusion of the physical production of the play at the conclusion of the run thereof and from return of bonds and other recoverable items included in "production expenses".

(c) The term "production expenses" shall include fees of director, designers, cost of sets, curtains, drapes, costumes, prop-

FIFTEENTH: The net profits that may accrue from the business of the partnership shall be distributed to, and divided among, the general and limited partners in the following proportions:

(e) The term "other expenses" shall be deemed to mean all expenses of whatsoever kind or nature other than those referred to in "(c)" and "(d)" hereof actually and reasonably incurred in connection with the operation of the business of the partnership, including, but without limiting the foregoing, commissions paid to agents, monies paid or payable in connection with claims for plagiarism, libel, negligence, etc.

(d) The term "running expenses" shall be deemed to mean all expenses, charges and disbursements of whatsoever kind actually incurred as running expenses of the play, including, without limitation of the generality of the foregoing, author's royalties, compensation to be paid to the cast and business manager, directors' royalties, salaries of orchestra, and miscellaneous stage help, transportation charges, cash office charges, advertising, rentals, miscellaneous supplies, reasonable legal and auditing expenses, theater operating expenses, and all other expenses and losses of whatever kind actually incurred in connection with the operation of the play, and taxes of whatsoever kind or nature other than taxes on the incomes of the respective limited and general partners.

(e) The term "other expenses" shall be deemed to mean all expenses of whatsoever kind or nature other than those referred to in "(c)" and "(d)" hereof actually and reasonably incurred in connection with the operation of the business of the partnership, including, but without limiting the foregoing, commissions paid to agents, monies paid or payable in connection with claims for plagiarism, libel, negligence, etc.

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December 24, 1957

Mrs. Marcia Gates Lloyd
1031 34th Street
Washington 7, D. C.

Dear Mrs. Lloyd:

You must think me very rude indeed for not having sent my acceptance of your kind invitation before this. I have just returned from a ten-days vacation to find your note.

I also found a letter from Bill Williams indicating a change in plans. However, I do hope that you will see the Muttner Exhibition and that I will have the pleasure of a visit with you in New York in the near future.

My best wishes for a happy holiday.

Sincerely yours,

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

December 24, 1957

AIR MAIL

Mr. James C. Leong
c/o Balke
Huitfeldts gate 11
IV - Oslo - Norway

Dear Mr. Leong:

It was very nice to hear from you.

Indeed I shall be very glad to have my name included as reference in connection with your application for the American Academy in Rome Fellowship.

And may I thank you for the very beautiful Christmas card which arrived today.

My best wishes to you and Mrs. Leong for a Happy New Year.

Sincerely yours,

RGH:pb

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Dec. 24, 1957

Mr. Joseph T. Fraser, Jr., Director
The Pennsylvania Academy of the Fine Arts
Broad and Cherry Sts.
Philadelphia 2, Pa.

Dear Mr. Fraser:

I understand Mr. Laurence Allen sent you a photograph of the Stones' Sheeler. Mrs. Halpert would like you to get in touch with the Stones. She feels their picture is a very fine example and will greatly enhance your Show. If you do not have their address; it is as follows:

Mr. & Mrs. Stephen A. Stone
180 Elgin Street
Newton Centre 59,
Mass.

I trust, by now, you have received all the other photographs together with the consignment. This includes the Shahn painting "Obsession".

Am certain you are going to have a fine Exhibition. May you have a fine time during the Holidays.

Sincerely yours

John Marin, Jr.



December 19, 1957

Dear Abe:

Many thanks for your recent note. I have received estimates from our three pals and since I am hieing myself up to Flint in the very near future for another bacchanal, I wonder if you would be good enough -if you could- to give me a tentative and approximate idea of your end of the deal. I should certainly greatly appreciate it.

Life is extremely peaceful here now, ergo: it would be good to see you if you were able to drive down with your charming wife.

Most of the best to you both and sincere greetings.

Cordially,

Zoltan
Zoltan Sepeshy

Mr. Abraham Rattner
1202 H University Village
East Lansing, Michigan

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THE UNIVERSITY OF GEORGIA
DEPARTMENT OF ART
ATHENS, GEORGIA

December 18, 1957

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Mrs. Edith Gregor Halpert, Director
The Downtown Gallery
32 East 51st Street
New York 22, New York

Dear Mrs. Halpert:

Through a grant to the University of Georgia, the Carnegie Corporation of New York has established a study in the arts of the United States with the specific objective of developing color material for teaching purposes. This study, which has been going on for eighteen months, involves every phase of American art from its beginning to the present. The current project concerns the development of sets of color slides, numbering about four thousand per set, which will be distributed to educational institutions in this country and abroad. A limited number of these sets will be presented as gifts of the Carnegie Corporation; the rest will be made available by purchase through a regular slide distributor. The enclosed prospectus describes this project in detail.

Among the works of art selected for inclusion in our survey are the following which we believe to be in your possession:

Torso, '30, Gaston Lachaise; medium, bronze
Victory, '45, William Zorach; medium, French marble
New England Landscape, '20, Paul Burlin; medium, oil
Cybernetics, '53, Ben Shahn; medium, tempera.

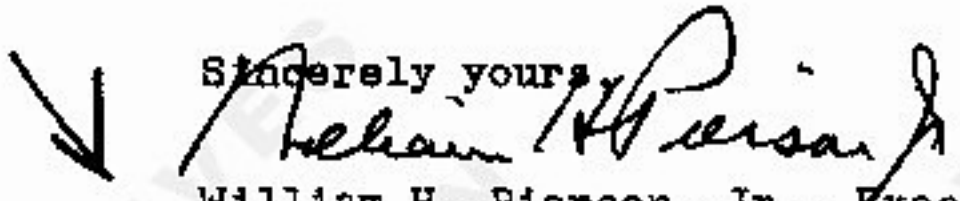
Assuming that these works are still in your possession may we have your permission to include them in our offering and to send our photographers to your gallery to make the necessary photographs? If any of the above mentioned items are not in your possession, would you be willing to tell me to whom I should write to gain permission to photograph them? In addition we have, indicated as once belonging to you,

Pheasant (weathervane), early 9th century; medium, sheet iron.

Could you tell us whom to contact for permission to include this item in our project?

I sincerely trust that we may include these works in our collection and I would like to express in advance our deep gratitude for any help you can give us.

Sincerely yours,


William H. Pierson, Jr., Exec. Sec.
Carnegie Study of the Arts of the
United States
Box 1170, Williamstown, Mass.

Enc.

December 17, 1937

Mr. Reginald Poland, Director
Atlanta Art Association
1280 Peachtree Street
Atlanta, Georgia

Dear Mr. Poland:

Mrs. Halpert, who is in Florida on a holiday, asked me to write you regarding the Harriet "Marguerite Fish Dock". This painting is now on exhibition at the Birmingham Museum of Art, but can be shipped to you at the close of this exhibition, which is December 29th.

I am sending a copy of this letter to Mr. Howard so that arrangements can be made to ship the painting directly to Atlanta, if this is satisfactory with you.

Sincerely yours

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4-11-1964

The general partners (subject to the rights of the play's author) and/or production expenses of the partnership, including until one week after its close, Payments made here-
to for each additional company for the period beginning two weeks
prior to the first rehearsal of such additional company and con-

the general partners shall cause such person, firm or corporation to offer by registered mail to all limited partners a reasonable opportunity to participate in such venture by such person, firm or corporation at least to the same proportionate extent and upon terms at least as favorable as the participation of such general partners, or either or them may have an interest, unless

[Dec. 30, 1957]

Sorry we can't come on
December 30th.

Happy New Year.

Lucius and Roy Leubner

December 23, 1957

Mrs. Ann S. Brown
1020 Crescent Street
Siesta Key
Sarasota, Florida

Dear Mrs. Brown:

As you gather, I did not get down to Sarasota although I did check into plane transportation, etc., the moment I arrived in Palm Beach. Much as I wanted to carry out my original plan -- and I looked forward to the visit -- I found it impossible, physically, to undertake the trip at this time. You heard me complain of my super fatigue and even a week in solitude did not revive me sufficiently.

I did get to the Society of Four Arts and liked the paintings by Syd Solomon very much. There were several other Floridians who impressed me and I agree that it would be a good idea to have such an exhibition in New York at some future time. Perhaps in the Spring we can work out some plan for me to spend a few days in Sarasota to discuss all these possibilities.

Until then, my best wishes for a very happy holiday.

Sincerely yours,

RCH:pb

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December 24, 1967

Mr. Hermann Warner Williams, Jr.
Director
The Corcoran Gallery of Art
Washington 6, D. C.

Dear Mr. Williams:

Thank you for sending me the photograph of the
Charles Demuth painting entitled CIRCUS RINGER.

Based on the current market value, I am glad to
appraise this watercolor at \$2500.

Sincerely yours,

RCH:pb

WADSWORTH ATHENEUM

COLT, MORGAN, AND AVERY MEMORIALS - A FREE PUBLIC ART MUSEUM - FOUNDED 1842

25 ATHENEUM SQ. NORTH
HARTFORD 3, CONN.
TELEPHONE JACKSON 7-2191
Cable address: WADATH

December 18, 1957

Mrs. Edith G. Halpert
32 East 51st Street
New York, New York

Dear Edith:

I am afraid that Evan and I had such a good time the other night that we forgot our manners and did not leave you anywhere near early enough. I do hope you were not exhausted and we apologize for having stayed so late. It was certainly a lovely evening and a most delicious dinner.

I can't tell you how thrilled we are with the selections which we made from your Folk-Art collection. It is a charming group and one which I feel will add greatly to the display in our museum. Would it be asking too much if Lawrence could send us a list of the paintings and drawings which we selected and any other pertinent information which is included on your catalogue sheets?

I also wonder whether you would like to make this gift of these pictures to our museum in the current year. If so, perhaps we can arrange to have them collected by the Boston Truck Company or maybe it would be easier for Lawrence to call them in New York and ask them to pick the pictures up for delivery to us. Do let me know which is more convenient.

In the meantime I hope that you are enjoying a good rest and that you will come back to New York well refreshed.

With renewed thanks and very best wishes for a Merry Christmas and a Happy New Year from both Evan and myself.

Very sincerely yours,



C. C. Cunningham
Director

CCC:je

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Me 23-57-

MRS. EDWARD R. WEHR 3035 WEST WISCONSIN AVENUE MILWAUKEE 8, WISCONSIN

Dear Mrs. Harper-

Enclosed find
the three checks we discussed
by phone today.
Please deposit them immediately
and give me three receipted
bills - A happy New Year
and many thanks -

Most sincerely

Ed. E. Wehr

December 23, 1957

Mr. C. C. Cunningham, Director
Wadsworth Athenaeum
25 Athenaeum Square, North
Hartford 3, Connecticut

Dear Charlie:

Late last night I returned from my vacation and attacked the avalanche of mail which awaited me. This included your letter of December 18.

Indeed I am delighted that you and Evan are pleased with the selection. I hope to build up the collection from time to time and it will be fun to have more evenings together to go over the additional material.

Lawrence has telephoned Boston Truck and I hope that the paintings will reach you before the first of the year, so that I can make all or part of my deduction during 1957. The details will follow.

With the paintings you will find an envelope containing a set of photographs, together with whatever information we have to date. As additional data is entered on our records, copies will be sent to you.

And so, I hope that you and the entire Cunningham family have a wonderful holiday.

Sincerely yours,

ECM:ph

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December 24, 1957

Mr. Jacob Schulman
38 North Main Street
Gloversville, New York

Dear Jack:

Yes, indeed, the insurance companies are now requesting appraisals in connection with the fine arts floaters and I am therefore enclosing the "official" figures on my letterhead, sending you two copies -- one for the insurance company and one for your files.

We always advise a higher evaluation not only because American art is enhancing in value constantly but also because no more than 80% of the value is paid by an insurance company in case of loss.

My very best wishes for a very happy holiday.

Sincerely yours,

EGH:pb
Enclosures (2)

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has not been sold would it be possible to purchase it without the frame because crating and shipping is very expensive and we have an excellent place to have framing done here. The price, I assume, would be less without the frame, too.

I would appreciate a reply at your earliest convenience if the picture is still available.

Sincerely
(Mrs.) Esther S. Weber

made many wonderful things possible for us materially and for these we thank you so much. But please know that it is the time you take to give of yourself by coming here to visit by giving Lisa your love - by being interested in our home and us AND by putting up with our frailties that makes us think you're pretty swell.

Thank You *



Our BEST LOVE
"3 Marins" *

Female Print
CN 20
by Elizabeth Walker

XXXX00

Curly

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<u>NAME</u>	<u>ADDRESS</u>	<u>CASH CONTRI- BUTION</u>	<u>PERCENT- AGE OF PROFITS</u>
May L. Linder	Ritz Tower Hotel, N.Y.C.	\$ 900.00	1/2%
John Carkhuff	658 Ridgecrest Rd., Akron, Ohio	900.00	1/2%
Wilton L. Jaffee	60 Midvale Rd., Hartsdale, N.Y.	900.00	1/2%
Dora Stillman	c/o Arnold Roseman, 1150 So. Beverly Dr., Los Angeles, Cal.	900.00	1/2%
Merle L. Speer	15604 Aldersyde Dr., Shaker Heights, Ohio	900.00	1/2%
Leon M. Levy	530 Caly Ave., Scranton, Pa.	900.00	1/2%
Barbara Barnet	5 Sabrina Road, Wellesley, Mass.	900.00	1/2%
John Shubert	234 W. 44 St., N.Y.C.	900.00	1/2%
Saul Goodman	157 E. 18 St., N.Y.C.	900.00	1/2%
Arthur Twitchell, Jr.	P.O. Box 123, Palisade, N.Y.	900.00	1/2%
Arnold Roseman	1150 So. Beverly Dr., Los Angeles, Cal.	900.00	1/2%
Julian M. Hayes	Waywood Acres, Mt. Pleasant, S.C.	900.00	1/2%
Abraham Margolies	137-55 226 St. Laurelton, N.Y.	900.00	1/2%
Robert Feldman	137-38 228 St., Laurelton, N.Y.	900.00	1/2%
Charles Kramer	138-14 227 St., Laurelton, N.Y.	900.00	1/2%
Allan Weiss	170 E. 77 St., N.Y.C.	900.00	1/2%
Fils de Pasquale	1025 Park Ave., N.Y.C.	900.00	1/2%
Edward H. Weiss	Penn Products Co., 94 Vernon St. Somerville, Mass.	900.00	1/2%
Harvey Probbler	300 Central Park West, N.Y.C.	900.00	1/2%
Harvey Hewitt	510 Meadow Grove, Pasadena, Cal.	1,800.00	1%
Jean Hewitt	510 Meadow Grove, Pasadena, Cal.	1,800.00	1%
Richard T. Harriss	Whitehall Plantation, Star Route Vidalia, La.	1,800.00	1%
Phillip Smith	246 W. 44 St., N.Y.C.	1,800.00	1%
Otto Frohnknecht	11 Broadway, N.Y.C.	1,800.00	1%
Morton Feldman	3202 Queens Blvd., Long Island City, N.Y.	1,800.00	1%
Edith G. Halpert	Downtown Galleries, 30 E. 51 St., N.Y.C.	1,800.00	1%
Irving Zimmerman	Mastel Store Contracting, 124 Forrest St., Brooklyn, N.Y.	1,800.00	1%
Nancy Rogers	737 Weldon, Latrobe, Pa.	1,800.00	1%
Jules Shubot	19583 Shrewsbury Rd., Detroit, Mich.	1,800.00	1%
James A. Berne	2525 Keuper, Cleveland, Ohio	1,800.00	1%
Morris Schrier	MCA, 598 Madison Ave., N.Y.C.	1,800.00	1%
Barney Korchin	1410 Mellon Road, Wyncote, Pa.	1,800.00	1%
Morris Novik	300 West 23rd St., N.Y.C.	1,800.00	1%

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PHILADELPHIA 3

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MRS. ALLEN WOODRUFF

16 December 1957

The Downtown Gallery
32 East 51st St.
New York City 22, NY

Dear Sirs:

We received this morning a package containing 2 impressions of Ben Shahn's "Super Market" in color - we ordered 2 impressions in black and white. Please rush this order. We will keep the color impressions in stock for the present. We received an invoice for one impression in black and white but have not received it.

Thanking you for your immediate attention to this order,

Sincerely yours,

Bertha von Moschizsker
Bertha von Moschizsker
Director

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be presumed that the information may be published 50 years after the date of sale.

TWENTY - SEVEN HUNDRED SOUTH MAIN STREET, BURLINGTON, IOWA

December 17, 1957

Mrs. Edith Halpert
The Downtown Gallery
32 East 51st Street
New York 22, New York

Dear Edith:

Here's the status regarding Davis' Memo No. Two. I am completely delighted with it. Jim feels there will probably be another of approximately this size that he will like better. This eventuality, if it is that, could be taken care of by our usual understanding that purchases can be exchanged for other work by the same artist.

This is the least problem. The greatest is that it appears we do not have the cash immediately available. Therefore, if we are to take the picture, it will have to be either on the basis of payment over a period of a year or two with a down payment of not more than one-fourth, - or turning in some paintings we now own.

I am truly apologetic about this for, had we known it, I would have made this clear before asking that Memo No. Two be sent out - to say nothing of taking it out of a show unnecessarily.


Some of our pieces which we are able to agree to part with are:

Rattner oil "Of the Resistance" about 1945 21 x 25
Kuniyoshi tempera "Near Colorado Springs" 27 x 14
Calder Mobile 14 x 34
Zerba "Newburyport Winter" about 1952

We have a number of other pictures which we could pry loose under sufficient stress, including Kuniyoshi's "Worm Attacked" and some young Americans. We don't want to give up Davis' "Max".

This kind of a negotiation is a new one for us, having never sold one of our pictures or exchanged except for work of the same artist. Regardless of whether you are interested in any of these items in connection with Memo No. Two, I would be interested in your opinion regarding the most acceptable way - particularly as regards the artist - to thin out a collection. We have long since run out of space. Whatever the upshot, I've had a spree with the Davis.

Yours,


Dorothy Schramm

mm

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December 24, 1957

Mr. Henry P. Bessiter, Curator
Museum of Fine Arts
Boston, Massachusetts

Dear Henry:

Evidently we need Marin to bring us together. Indeed, it has been a mighty long time since I have had the pleasure of seeing you. Don't you come to New York any more?

My Boston visits have become more and more rare, much as I have always enjoyed them. But the next time I am in your fair town I shall certainly call on you - without a portfolio of American drawings.

Meanwhile, I hope that you and Mrs. Bessiter will have a very happy holiday.

Sincerely yours,

EBB:pb

THE PENNSYLVANIA ACADEMY OF THE FINE ARTS

BROAD AND CHERRY STREETS PHILADELPHIA 2 RITTENHOUSE 6-1877

John F. Lewis, Jr., President

Henry S. Drinker, Vice President

C. Newbold Taylor, Treasurer

Joseph T. Fraser, Jr., Director and Secretary

Raymond T. Entenmann, Curator of Schools

December 27, 1957

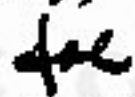
Mrs. Edith G. Halpert
The Downtown Gallery
32 East 51st Street
New York 22, N. Y.

Dear Edith:

I have just followed John Marin's suggestion, and of course am most happy to write to Mr. and Mrs. Stone to thank them for their generosity in lending the Sheeler. I have said nothing in that letter concerning arrangements for shipping the picture from Massachusetts, as you have not intimated anything except that the picture is with you, and we have placed Sheeler's name on the collection list. If there is something else which we should do concerning this item, please advise me right away.

The blue invitation card, all duly made out, for the Stuart Davis came to us by mail yesterday morning without any explanation. I have written to the Manhattan Storage Co. explaining that they will be collecting the Davis from you and that it will have no identification. I have hurried to tell them however, that if there are any irregularities of this sort they are to accept all of the items which are on our collection list.

Sincerely,


Joseph T. Fraser, Jr.,
Director.

JTFjr:ae

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The Corcoran Gallery of Art

Washington 6, D.C.

HERMANN WARNER WILLIAMS, JR.
DIRECTOR AND SECRETARY

METROPOLITAN 6-3211

December 20th 1957.

Mrs. Edith G. Halpert
Downtown Gallery
32 E 51st Street
New York 22, N.Y.

Dear Mrs. Halpert:

This is to inform you that we have just taken out the insurance policy on the Abraham Rattner works which you are kind enough to lend us for the forthcoming Abraham Rattner exhibition at the Corcoran Gallery of Art, January 24th 1958 - March 2nd 1958. I have insured 22 oil paintings (including 2 triptychs) and 15 studies. It was my understanding that both oil paintings and drawings were to be insured at 75% of their sales price. We will come to pick up the works on January 15th 1958, and they will be returned on or about March 12th 1958 to the Downtown Gallery.

Sincerely yours,

Gabrielle E. Lewinson

Gabrielle E. Lewinson
Registrar.

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information was published 50 years after the date of sale.

THE PENNSYLVANIA ACADEMY OF THE FINE ARTS

BROAD AND CHERRY STREETS PHILADELPHIA 2 RITTENHOUSE 6-1877

John F. Lewis, Jr., President

Henry S. Drinker, Vice President

C. Newbold Taylor, Treasurer

Joseph T. Fraser, Jr., Director and Secretary

Raymond T. Entenmann, Curator of Schools

December 19, 1957

Mrs. Edith G. Halpert
The Downtown Gallery
32 East 51st Street
New York, N. Y.

Dear Edith:

I am sorry to have been delayed in returning the photos of the paintings by Edward Millman.

I regret, very much indeed, that I believe our invitation list has already exceeded the limit which we set. I still continue to be concerned, however, about the Sheeler and the Shahn. Watty is quite happy with the Sheeler and if, as you get this letter, you believe the new one will not be forthcoming, we had better make application to Mr. and Mrs. Stone. Just the minute I have word from you I will write to them also. Watty and I both like the Shahn, of which you sent us a photograph, very much, but it is a watercolor and I regret that that would have to eliminate it. Let us hope, then, that these two things will work out as you had originally suggested.

The Manhattan Storage Co. will be making the calls between Christmas and New Year's, and as they will telephone you ahead of time you could delay their call as long as possible, if that time would see our hopes accomplished.

If I do not have occasion to write again before Christmas, here's sending the most cordial greeting. Have a wonderful time!

Sincerely,

JTF
Joseph T. Fraser, Jr.,
Director.

JTFjr:ae

rior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information published is correct after the date of sale.

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information pertains to a deceased artist after the date of sale.

11/25/57

INSTRUCTIONS FOR THE EXECUTION OF LIMITED PARTNERSHIP
AGREEMENT FOR THE TUESDAY COMPANY

1. Check should be made payable to THE TUESDAY COMPANY.
2. The Limited Partnership Agreement must be signed by the Limited Partner on the last page, which is the "signature page", in the place indicated.
3. As soon as the entire capital has been subscribed, each Limited Partner will receive a conformed copy which will contain the names, addresses and amount invested by all Limited Partners.
4. The Limited Partnership Agreement and your check should be returned to:

The Tuesday Company
c/o Reiner Productions
Studio 25
58 West 57th St.
New York 19, N. Y.

December 23, 1957

Mr. Stanley Marcus
Neiman-Marcus
Dallas 1, Texas

Dear Stanley:

Because I decided to take a vacation in Florida, all my mail has been considerably delayed.

However, we have withheld from the Town School Exhibition the Madolman sculpture of the horse. Incidentally, I think this is an exceedingly fine example and would urge you to purchase it.

Magriel is asking \$2200. for this but finally broke down and agreed to accept \$1500. net, which is considerably below the current market value. If you decide to buy it, the check may be made out directly to Magriel and we would be very happy to accept a 10% commission either made out in the name of the Gallery or, if you want a tax deduction, it may be issued to The Edith Greger Halpert Foundation for the Benefit of American art (and not the Downtown Gallery artists).

Sincerely yours,

ECM:pb

Dec. 21, 1957

Mrs. Stephen Jarislowsky
168 Beverly Ave.
Montreal 16, Que.

Dear Mrs. Jarislowsky:

Please pardon me for not writing you before this late date, but frankly I just mislaid your letter. Then I really forgot about it; yet, you will receive an accounting very soon.

The books are still moving in a slow manner. I still have not seen anything on the market to compare with it; but this is, of course, my opinion. However, I do not think many art books, today, are doing too well.

Hope you people have a fine Holiday Season; I will be in touch with you in the New Year.

Sincerely yours

John Marin, Jr.
The Downtown Gallery
32 East 51st Street
New York 22, N.Y.

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December 23, 1957

Mr. Reginald Poland
Director of the Museum
Atlanta Art Association
1280 Peachtree Street, N. E.
Atlanta 9, Georgia

Dear Mr. Poland:

I am delighted that we finally succeeded with your Acquisitions Committee in obtaining a decision regarding the Kuniyoshi ABANDONED TREASURES. Although this was the minimum museum price, I am making you the 10% allowance as I want to be helpful to you in this rather difficult situation. An invoice is enclosed.

For your information, the exhibitions and other data are listed below:

EXHIBITED:	State University of Iowa	June 1946
	Pennsylvania Academy	January 1947
	Whitney Museum "Kuniyoshi Retrospective"	March - May 1948
	Dutler Art Institute	June 1953
	Downtown Gallery	May - June 1954
	State University of Iowa	May 1955
REPRODUCED:	Skowhegan School Catalogue	April 1947
	State University of Iowa Catalogue - 2nd Annual Exhibition	June 1946
	Whitney Museum Catalogue "Kuniyoshi Retrospective"	March 1948
	Skowhegan School Catalogue	Summer 1950
	LOOK Magazine	November 2, 1954

The above is incomplete and as I find additional data I shall send it on to you.

It is much more effective when the publicity is issued by the institution making the acquisition, as gallery publicity of this sort would be considered bad taste. However, I shall write a draft for you in the form of a suggestion, including a list of publications to which it should be sent.

Best regards.

Sincerely yours,

Edith
Enclosure

CINCINNATI 6, OHIO

December 17, 1957

Dear Mrs. Halpert,

Mr. Davis told us that we could find out from you what this color lithograph sells for. Since this impression is not for sale, you might want to send one to us on consignment to include in the exhibition in place of our impression. I think it is quite likely that your impression could be sold from the exhibition.

Thanking you for your courtesy, and with best wishes,

Gustave von Groschevich

Enc. entry blank

GvG: htp

December 24, 1957

Mrs. Stephen J. Walker
7 Westmoreland Street
Whitestone, New York

Dear Mrs. Walker:

Thank you so much for your very kind note.

I too deeply regret that we have not had occasion
to meet. Next year I hope to take less time out
for trips throughout the country and look forward
with pleasure to a visit with you and Dr. Walker.

Sincerely yours,

RGH:ph

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researchers are responsible for obtaining written permission
from both artist and purchaser involved. If it cannot be
ascertained after a reasonable search whether an artist or
purchaser is living, it can be assumed that the information
may be published 60 years after the date of sale.

prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.



THIS SIDE OF CARD IS FOR ADDRESS

Mrs. Edith Gregor Halpert
The Downtown Gallery
32 E. 51st Street
New York, New York

EMILY GENAUER GASH

1 West 85th Street, New York 24, N. Y.

December 16, 1957.

Dear Bill,

I love your little girl in my garden - but I simply can't afford the Museum of Modern Art's "official" rate and pay \$720, almost 30% of its total cost, for the privilege of enjoying it for two years. If I were not in a rented apartment with a 2-year lease, if there were any possibility of my having a garden permanently so I could justify the \$720 as an advance on future purchase of the work, that would be different. As it is, the chances of my having place to house it at the end of two years are extremely remote. I know

Dear Mrs. Halpert,

Greetings and best wishes for continued success to you at Christmas time.

We have always enjoyed your beautiful cards for Christmas. As you may remember we are admirers and lovers of Marin's work. Sorry to say, we have not yet been able to own one of his paintings, which we probably should have tried to do at the time when Mr. Prior bought those for the Institute.

Each time, when in New York City, we visit with pleasure your galleries, but we have not seen you.

Sincerely, Jennie Walder



SARASOTA ART ASSOCIATION

SARASOTA, FLORIDA

December 31, 1957

Mrs. Edith Gregor Halpert
Downtown Gallery
32 East 51st Street
New York 22, N.Y.

Dear Mrs. Halpert:

Thank you very much for your letter. I was sorry that you were not able to get over to Sarasota, but after our last chat in N.Y. I felt that a week's rest would and should be the sole purpose of your trip. Hope you went back feeling refreshed.

I was so glad to hear that you liked what you saw at the Society of Four Arts. People here seem to feel that Syd is painting better than he ever has, and although I'm not too familiar with his work of the past I am very impressed with what he is doing now. I also think that several of his students show a good deal of promise. These, together with the other Floridians of quality should provide possibilities for a good exhibition.

I hope you will be able to get down here in the early spring to discuss possible plans. I should tell you that my real reason for being in Florida is to get a divorce. I expect this to be accomplished by the end of June, and then I hope to return to N.Y. Therefore, if I am to be of any help to you here, it would have to be during the first six months of 1958. I believe that the Ringling Museum and the Art Association would be delighted to cooperate with you in organizing whatever sort of show you might envision, and I am very enthusiastic about the possibilities. Since I seem to be in the somewhat unique position of working for them both, I feel that I can say that with a good deal of conviction.

If there is anything you would like to have me do preparatory to your visit here, please let me know.

With best wishes,

Sincerely,

Ann Brown

Ann S. Brown
1629 Crescent Street
Sarasota, Florida

rior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

XII. The Limited Partners will not make any additional contribution.

XIII. If the general partners shall contribute any sums hereunder in excess of the amount of the estimated production requirements set forth hereof for the purpose of production expenses, running expenses or other expenses, such contribution shall be deemed a loan to the partnership, payable to the general partners, without interest or other compensation, prior to the return of any capital contributions hereunder.

XIV. The general partners shall have the right, if they so determine, to make any arrangements in the best interest of the partnership for the depositing of bonds required by Actors' Equity Association, A.T.P.A.M., the Stage Hands' Union, Theatre, and similar organizations at the general partners' sole risk and without in any way affecting or reducing the net profits payable to the Limited Partners hereunder. Such arrangements may provide for the procurement of such bonds from individuals who may or may not be Limited Partners, upon terms and conditions which may require that prior to the return of any capital contributions hereunder, or the payment of any net profits, all funds otherwise available for such purpose shall be set aside in their entirety and promptly paid over to Actors' Equity, A.T.P.A.M., the Stage Hands' Union, Theatre, and similar organizations in substitution for and in discharge of the bonds furnished by such individuals.

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Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information they be published 60 years after the date of sale.

December 19, 1957

Mr. Edward H. Dwight, Director
Milwaukee Art Institute
750 North Lincoln Memorial Drive
Milwaukee 22 Wisconsin

Dear Mr. Dwight:

Mrs. Halpert is in Florida on a short vacation and I am acknowledging receipt of your letter of December 18th.

Immediately upon her return I shall ask her to write you regarding the Marin color transparency.

Sincerely yours



Detering GALLERIES

1403 McGOWEN • HOUSTON 4, TEXAS

December
30th
1957

The Downtown Gallery
32 East 51 Street
New York 22, New York

Attention: Edith Gregor Halpert

Dear Miss Halpert:

First, our very best wishes to you for a most Happy New Year, and with the holidays almost over, I trust we can give our undivided attention to preparations for the Art Show on February 3rd.

As you suggested, we have written to the various Museums and Galleries for catalogues of previous exhibits by your artists, but unfortunately we are having some difficulty in obtaining some of them, i.e. "they do not have them", or "they are out of print". To be specific, the Boston Museum of Fine Arts does not have a copy of the John Marin catalogue, 1955-1956 exhibit, and the Whitney Museum of American Art catalogues of exhibitions by Max Weber-1949, and Demuth-1950, are out of print as well as "Yasua Kuniyoshi" by Lloyd Goodrich-1948.

Do you possibly have copies of these, or do you have any suggestions as to where we might obtain them and any other catalogues or information not available through the sources you indicated? We shall appreciate your help in this matter.

Cordially yours,

Jeanne Shively
Jeanne Shively
Detering Galleries

230 N. Fountain
Wichita, Kansas
December 29, 1957

The Downtown Gallery
32 East 51 St.

New York 22, N. Y.

Dear Mrs. Halpert:

Eric and I are
most interested in Shahn,
Marin and Pascin. We also
like Burchfield and Levine
although you don't have these
listed.

We have ordered the
new Shahn book but it will
be a couple of weeks before
it's available here. Therefore,
please send the photographs
you have available and we
shall return them.

Sincerely,
Mrs. Eric H. Jager

WADSWORTH ATHENEUM

COLT, MORGAN, AND AVERY MEMORIALS—A FREE PUBLIC ART MUSEUM—FOUNDED 1842

25 ATHENEUM SQ. NORTH
HARTFORD 3, CONN.
TELEPHONE JACKSON 7-2191

December 27, 1957

APA

Mrs. Edith G. Halpert, Director
The Downtown Gallery
32 East 51 Street
New York 22, New York

Dear Edith:

Many thanks for your nice letter. I am delighted that Lawrence can arrange with the Boston Truck Company to have the pictures collected and delivered to us. In the meantime, we are keeping our registration books open until we hear from you as to exactly what you wish to do as far as the 1957 Tax Year. Let us know and we can arrange everything accordingly.

In the meantime, we are certainly grateful to you for your wonderful generosity and interest. This brings all good wishes to you for the New Year from Evan and myself.

Very sincerely yours,

Charles

C. C. Cunningham,
Director

CCC:ns

rior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

Neiman-Marcus

DALLAS 1, TEXAS

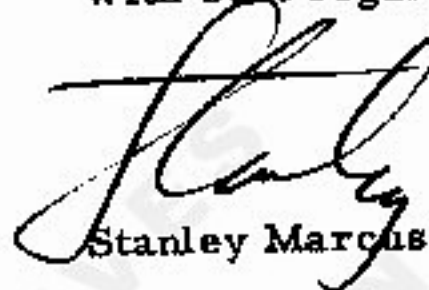
December 30, 1957

MRS. EDITH HALPERT
THE DOWNTOWN GALLERY
32 EAST 51 STREET
NEW YORK 22, N. Y.

DEAR EDITH:

I am sorry that I did not hear from you at an earlier date,
but I went ahead and made a decision on another piece
of sculpture. I shall have to pass this at the present
time.

With best regards,


Stanley Marcus

jb

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December 24, 1957

Mr. Alfred Jaroski, Jr.
128 East 74th Street
New York, N. Y.

Dear Mr. Jaroski:

Mr. Allen advised me that you are planning to present to the Wadsworth Athenaeum the Max Weber painting entitled SCULPTOR'S STUDIO dated 1945 and measuring 28" x 36".

For your information, the current value of this painting is \$4500.

Sincerely yours,

ECH:pb

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THE PRINT CLUB
GRAPHIC WORKSHOP AND GALLERY
1614 LATIMER STREET
PHILADELPHIA 3

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MRS. ALLEN WOODRUFF

20 December 1947

The Downtown Gallery
32 East 51st St.
New York City 22, NY

Dear Sirs:

The two black and white Ben Shahn
prints of "Super-Market" have just arrived.
We still want one more and hope to receive
it soon.

Thanking you,

Sincerely yours,

Bertha von Moschizsker
Bertha von Moschizsker
Director

*note
enclosure*

only 1 letter

Prior to publishing information regarding sales transactions, members are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

Dec. 27, 1957

Mr. Pierre Emond, Co - Chairman
Student Artistic Committee
Mc Gill University
University of Montreal
Montreal
P.Q. Canada

Dear Mr. Emond:

The Arthur G. Dove pastel "Connecticut River" and "George Gershwin's Rhapsody in Blue" Part I also by Dove are still here at the Gallery. Your associate was to have picked them up and hand carried them to the Exhibition. We have had them ready for the past ten days but he has not appeared.

What do you suggest. I know Mrs. Halpert does not want them commercially shipped.

Sincerely yours

John Marin, Jr.

rior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

December 16, 1957

Miss Rosalie Katz
9 Stuyvesant Oval
New York 9, N. Y.

Dear Miss Katz:

Mrs. Halpert is away for the holidays, but asked me to answer your letter of December 9th.

For the past three years Mrs. Halpert has not been looking at the work of young painters. We concentrate exclusively on the work of the artists listed below. However, we shall keep your letter on file and in the event something special comes up, Mrs. Halpert will contact you.

Thank you

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

not to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 50 years after the date of sale.

TO: EGM
FROM: ph
DATE: 12/28/57, 12:05
RE: Phone call from Mr. Schuster

"We appreciate very much indeed the courteous service and quick delivery of the two Shahnas.

We love the Theresa and will keep it. However, Mrs. Schuster does not understand the Alphabet, because of its calligraphic nature, and we would like to have it picked up at

11 East 73rd Street
at your convenience.

As soon as I can I will bring Mrs. Schuster in again to look at something else."

ATLANTA ART ASSOCIATION GALLERIES
HIGH MUSEUM OF ART
McBURNIEY ART MEMORIAL
ATLANTA ART INSTITUTE

ATLANTA ART ASSOCIATION

1280 PEACHTREE STREET, N. E., ATLANTA 9, GEORGIA

TELEPHONE TRINITY 6-0271—P. O. BOX 7272—STATION C

HAE S. DUMAS.....Chmn., Board of Trustees
WALTER C. HILL.....Chmn., Executive Committee
MRS. GRANGER HANSELL.....President
REGINALD POLAND.....Director of Museums
RICHARD BRUNELL.....Director of Institute

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December 27, 1957

Mrs. Edith Gregor Halpert
Director
The Downtown Gallery
32 East 51st Street
New York 22, New York

Dear Mrs. Halpert:

Thank you for your letter of December 23. We will forward payment on the Kuniyoshi via check at our earliest opportunity; since the money is available for this purchase through a special fund, there will be a little "red tape" to snip, but this will not take long, we hope. We do appreciate your discount to us.

Your information on the artist himself is most gratefully received. Is it possible to obtain from you one or two glossy photos of the work, and could you bill us later for these? — if necessary!

We at the gallery greatly appreciate your assistance in this transaction.

Happy New Year! (Glad about your recent reproduction)
Yours sincerely,

Reginald Poland

Reginald Poland
Director of Museums

RP:fl

SMITHSONIAN INSTITUTION
NATIONAL COLLECTION OF FINE ARTS
WASHINGTON 25, D. C.

December 31, 1957

Mrs. Edith Halpert, Director
The Downtown Gallery
32 East 51st Street
New York, New York

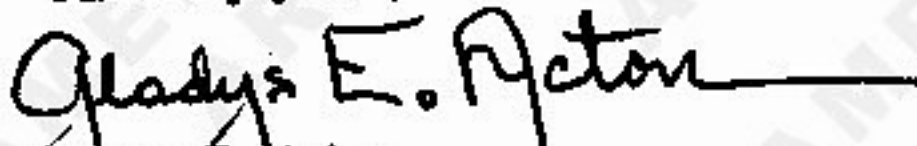
Dear Mrs. Halpert:

Mrs. Pope telephoned me yesterday from New York and asked that I send you ten copies of the questionnaire regarding loans to the "AMERICAN FOLK ART" exhibition to be shown in Brussels. Please fill in one questionnaire for each of the five paintings you are lending to the exhibition. The extra copies are for your files.

We would also like to order ten glossy photographs (8" by 10") of each of the five pictures you are lending. Please bill us in triplicate for all charges.

Thanking you in advance and with all best wishes for the New Year, I am

Sincerely yours,


Gladys E. Acton
Traveling Exhibition Service

December 23, 1957

Mr. Alfred N. Barr, Jr.
The Museum of Modern Art
New York 10, N. Y.

Dear Alfred:

I am so sorry that the letter you requested regarding the Ben Shahn appraisals has been delayed. I have just returned from a ten-days vacation and shall attend to the matter promptly. A copy will be sent to you.

Merry Christmas.

Sincerely yours,

ECM:pb

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 30 years after the date of sale.

Dec. 24, 1957

Dear Editt,

Sounds like your vacation has been a real restful one. Hope you can keep some of it once you get back into harness.

We hope to take our "cherubs" skiing for the holiday if any white stuff trickles down from above, so we won't be with you on the 30th.

The Shuler is very happy with us & we — with it.

The Weber is hung & Steve is trying to decode. It is different from

Dec. 30, 1957

Mr. Joseph T. Fraser, Jr., Director
The Pennsylvania Academy of the Fine Arts
Broad & Cherry Sts.
Philadelphia 2, Pa.

Dear Mr. Fraser:

I guess I did not make myself clear in my letter
of Dec. 24th to you.

The Stone's Sheeler is at their house or home
in Newton Centre. I gave you their full address.

Mrs. Stephen A. Stone
180 Elgin Street
Newton Centre 59,
Mass.

I do hope you can get their picture; it will be
a great favorite in your Show.

Happy New Year -

Sincerely yours

John Marin, Jr.

*Sorry you thought their painting
was at The Downtown Gallery -*

for publishing information regarding sales transactions,
researchers are responsible for obtaining written permission
from both artist and purchaser involved. If it cannot be
established after a reasonable search whether an artist or
purchaser is living, it can be assumed that the information
may be published 60 years after the date of sale.

Dec. 30, 1957

The Print Club
1614 Latimer Street
Philadelphia, Pa.

Gentlemen:

The current price on the Stuart Davis print "Cliche"
is \$125.00. Will you please change the figure, accordingly,
on your print.

Thanking you

Sincerely yours

John Marin, Jr.

rior to publishing information regarding sales transactions,
researchers are responsible for obtaining written permission
on both artist and purchaser involved. If it cannot be
established after a reasonable search whether an artist or
purchaser is living, it can be assumed that the information
may be published 60 years after the date of sale.

ARNOLD H. MAREMONT

SUITE 3480
PRUDENTIAL PLAZA
CHICAGO 1, ILLINOIS

December 16, 1957

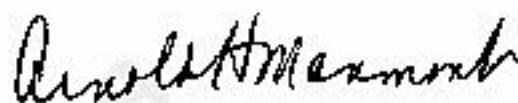
Mrs. Edith Halpert
The Downtown Gallery
32 East 51 Street
New York 22, New York

Dear Mrs. Halpert:

I understand perfectly; these things do happen.

When the show is over, you can have the painting shipped to me.

Yours very truly,



Arnold H. Maremont

AHM:jc

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

Seven works by Ben Shahn recently given to the Museum of Modern Arts

Father and Child. 1946. Tempera on cardboard, 40 x 30."

4 preliminary studies for Woman with Photograph. Charcoal on tracing paper mounted on cardboard.

25 3/8 x 19 3/8"

18 3/8 x 14 1/2"

18 1/2 x 14 1/2"

14 5/8 x 9 1/2"

Father and Child, final study. Charcoal drawing with pounce marks on tracing paper mounted on cardboard, 39 7/8 x 29 1/4".

Woman with Photograph, final study. Charcoal drawing with pounce marks on tracing paper mounted on cardboard, 30 x 19 3/8".

for publishing information regarding sales transactions, searchers are responsible for obtaining written permission on both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

CONTEMPORARY ARTS MUSEUM

6945 FANNIN STREET — HOUSTON 25, TEXAS

December 26, 1957

Mrs. Edith Gregor Halpert
The Downtown Gallery
32 East 51st Street
New York City, New York

Dear Edith:

It was very good to see you when I was in New York in November. I would love to have seen more of you but those trips are so hectic that one seldom has the chance to do what one wants.

We are now in the process of getting down to business on our collage show. This will open here February 27, 1958 and will continue through the first week of April. All expenses of handling, packing, transportation and insurance will of course be assumed by us. We are planning a well-illustrated catalogue.

When I saw you we looked at six collages:

Arthur Dove	P - Ten-Cent Store, 1924	850	1000.
Arthur Dove	U - George Gershwin's Rhapsody in Blue, Part 1, 1927		1500
Arthur Dove	- The Sea #2, 1925		1200.
John Marin	P - Bar Harbor, Maine, 1924	2500	
Bruce Gilchrist	P - L. Hoiv, 1956	275	
Walter Meigs	- Ice Storm, 1955	NFS.	250.

I would like to include all of the above six. You did mention that you would prefer to have the Dove's transported by hand. If someone in Houston is not in New York to bring them down, would you consent to any of the Dove's being sent by railway express or by air? The Dove's are so important for the exhibition that I do hope you will consent to let us have them.

Whatever you decide to do, please let me know as soon as possible and let me have photographs with catalogue information.

Just saw the Straus' yesterday and they were in the middle of a hectic children's Christmas but they managed to survive - I know this since we were all enjoying the same party together last night.

The best of season' greetings to you.

Sincerely,

Jermaine MacAgy
Dr. Jermaine MacAgy, Director

DIRECTOR: Dr. Jermaine MacAgy. BOARD OF DIRECTORS—Chairman of the Board, A. L. Selig; President, Mrs. Robert D. Straus; Vice President, Preston M. Bolton; Treasurer, Edwin L. Brehl; Recording Secretary, Sara Meredith. Directors: Dr. Coray Craneis, Lenora Deering, John de Mami, A. J. Farfel, F. Julius Fols, Mrs. Frank Freed, C. D. Lockwood, Mrs. L. G. Marston, Jr., Mrs. S. M. McAshon, Jr., Mrs. Herbert Mears, Frank Michaux, Mrs. G. H. Morris, Mrs. Thomas W. Paw, Mrs. Percy S. Straus, Jr.

P.S. A self-addressed envelope is enclosed for the convenience of your reply.

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information they be published 60 years after the date of sale.

The Corcoran Gallery of Art

Washington 6, D. C.

HERMANN WANNER WILLIAMS, JR.
DIRECTOR AND SECRETARY

METROPOLITAN 8-3211

December 30, 1957

Mrs. Edith Gregor Halpert
The Downtown Gallery
32 East 51 Street
New York 22, New York

Dear Edith:

Thank you very much indeed for the valuation of Mr. Biddle's Demuth which I have sent along to our donor.

I enclose a half dozen invitations to the Rattner Calder exhibitions. You will note that the opening is an afternoon affair, and we will go directly from the Gallery to our house for dinner afterwards. Needless to say we will be delighted to have the Rattners and Alice will be writing to them in the near future.

I am sorry that the Lowenthals changed their mind about coming to Washington on this occasion and I hope that you will let me know if and when they do plan to be in town as we would like to do something to make their visit more enjoyable.

Sincerely yours,


Director

HWN/arf

Enclosures

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

SMITHSONIAN INSTITUTION
NATIONAL COLLECTION OF FINE ARTS
WASHINGTON 25, D. C.

December 30, 1957

Mrs. Edith Gregor Halpert, Director
The Downtown Gallery
32 East 51st Street
New York 22, New York

Dear Mrs. Halpert:

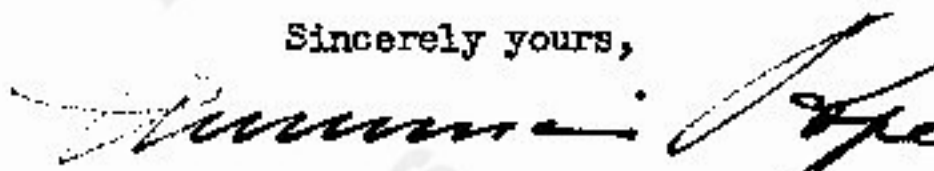
Would you please be so kind as to have your loan for the "AMERICAN FOLK ART" Exhibition in Brussels ready for pick-up by the Manhattan Storage Company on or about Monday, January 13th. Mr. May, who is in charge of the exhibition, will telephone you regarding the most convenient time for the pick-up.

Our wall-to-wall, all-risk, insurance binder is already in effect, but we would like to have the valuation for the following painting as soon as possible to complete our records:

"New York Still Life" -- Anonymous artist

With many thanks for your cooperation, I am

Sincerely yours,



Mrs. John A. Pope, Chief
Traveling Exhibition Service

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December 24, 1967

Mr. Jacob Schuman
22 North Main Street
Chester, New York

Dear Mr. Schuman:

I am very glad to give you the current market value of the pictures listed below:

Siperin - Oil - QUEEN ESTHER 1957	\$ 500.00
Siperin - Oil - HADSI AND CERYUNION	500.00
Ratner - Oil - THREE HEADS 1960	1,500.00

Sincerely yours,

RM:ph

744
744
14.88

136 West Greenfield Avenue
Milwaukee 4, Wisconsin

December 23, 1957

The Downtown Gallery
32 East 51st Street
New York 22, New York

Att: Mrs. Edith Gregor Halpert

Dear Mrs. Halpert:

I am returning the Stuart Davis as it
does ~~not seem~~ to have a place anywhere.
It is too light in feeling.

I will be in to see you after January.
You have many things that would interest
me.

Merry Christmas!

Very truly yours,


(Mrs. Harry Lynde Bradley)

MBB:IB

*W. C. Credit
who comes*

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Established 1896

FOLSOM ENGRAVING COMPANY

Photo-Engravers

212 SUMMER STREET, BOSTON 10, MASSACHUSETTS

Telephone HANcock 6-5390

December 16, 1957

Down Town Gallery
32 East 51st St.
New York, N. Y.

Attention: Miss Edith Halpert

Dear Mrs. Halpert:

We have had some correspondence with Mr. Frederick Wight of the University of California regarding making plates for the Arthur Dove exhibition.

We have already started a number of these plates. It would be helpful to have the same reetcher to work on as many as possible; also, the same inks should be used for all the plates.

Hoping we may have the pleasure of working with you on some of these plates, we are

Sincerely yours,

FOLSOM ENGRAVING COMPANY

R. T. Eldridge
R. T. Eldridge

E-B

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

that you wanted me to borrow the piece for nothing, and I appreciate enormously your warm generosity. I can under no circumstances, however, entertain such a thought or even consider a lower price than the one based on what the museum told Edith is the customary charge.

I therefor had ^{the piece} ~~Edith~~ pick up the piece today and you should have it soon. Thank you again for being so interested and so co-operative. And thank you again for our wonderful visit with you. I hope we can get together again very soon. My best to Mrs. Zorach.

Cordially.

48 WALL STREET
NEW YORK 5

December 27, 1967.

Mrs. Edith Gregor Halpert, Director,
The Downtown Gallery,
32 East 51st Street,
New York 22, N. Y.

Dear Mrs. Halpert:

I acknowledge with thanks receipt of your letter
of December 24th appraising the Max Weber painting entitled
"Sculptor's Studio" which I have given to the Wadsworth
Atheneum.

I appreciate greatly your courtesy.

Sincerely yours,

as per form PD
J. J. J.

not to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.



Dr. Mrs. Stephen

A.A.G. — Note No. 7
PRINTED IN U.S.A.

THE PRINT CLUB
GRAPHIC WORKSHOP AND GALLERY
1814 LATIMER STREET
PHILADELPHIA 3

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19 December 1957

The Downtown Gallery
32 East 51st Street
New York City 22, NY

Dear Sirs:

We want to order another impression (black & white) of Sen Shahn's print "Super Market" - this makes three that we have ordered from you. To date we have not received any of them. Will you please send them to us as soon as possible.

Thanking you,

Sincerely yours,

Bertha von Moschizker
Bertha von Moschizker
Director

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December 24, 1957

Mr. Allen Kander
Allen Kander and Company
1625 Eye Street, N. W.
Washington 6, D. C.

Dear Mr. Kander:

Thank you for sending us the two checks.

I know you will appreciate the fact that it is very embarrassing to write to you again on the subject but if you will refer to your letter of November 19th you will note that the \$2000. was to have been paid to us by December 19th and the balance not later than January 19th. As in the case of your letter of the 22nd, I transmitted your statement verbatim to the previous owner and am now in a very unhappy situation under the circumstances.

Is there any way of expediting the first \$2000. so that I may arrange to meet my promised obligation? I shall be most grateful if you can arrange to do this — and am sure that you understand my unfortunate position in the matter.

May I extend my very best wishes to you and Mrs. Kander for a happy holiday.

Sincerely yours,

Edith

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JAMES S. SCHRAMM POST OFFICE BOX 587 BURLINGTON, IOWA

December 27, 1957

Mrs. Edith Halpert
The Downtown Gallery
32 East 51st Street
New York 22, New York

Dear Edith:

Do asks me to reply to your nice letter of December 24th just received. She is bogged down for a day or two but we both want to give you our decision without delay.

What are the two Stuart Davises like which are listed in your 32nd Annual Exhibition? If they are at all comparable to MEMO NO. 2 in size, importance and in price we certainly would like an opportunity to consider them before making a final decision on MEMO NO. 2. We also naturally wonder whether Stuart has anything up his sleeve that we ought to know about in the way of comparable pictures that might be forthcoming within the next few months.

I shall be in New York beginning late afternoon on January 2nd to participate in the January 3rd and 4th Ford Foundation conference and will be staying those two days or so at the Berkshire Hotel, right around the corner from you. Perhaps I could come over late Thursday afternoon (if my 3:45 p.m. arrival plane is not late into LaGuardia).

We certainly don't want to impose on you unduly, Edith, and have decided definitely to take MEMO NO. 2 subject only to your willingness to let us see the two in your next show. (Any photographs that you could send ~~Do~~?)

If the shippers can handle it today or tomorrow the two small Kuniyoshi's "Near Colorado Springs" and "Worm Attacked" will be on their way to you this weekend. With your allowance of \$1000 for these two pictures, our present credit balance with you of \$125 and the enclosed check in the amount of \$1375, we will have made a down payment of \$2500 on MEMO NO. 2. I think we can scrape up the balance for you within two or three months. Affectionate greetings from us both.

Sincerely,



JSS:mm

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CHILDREN'S ARTS PROGRAM

WAR MEMORIAL BUILDING • MILWAUKEE 2, WIS. • BROADWAY 1-9508

December 17, 1957

Mrs. Edith Halpert
The Downtown Galleries
32 E. 51st Street
New York City

Dear Mrs. Halpert:

It was a pleasure to be in your busy gallery recently, and to have such a delightful visit with you. I hope you returned from your holiday greatly refreshed.

My committee appreciates your offer of the Marin and the Karfiol, but the realities of the budget prevent us from taking advantage of your generosity at this time.

Please do keep us in mind for suitable material for our "Sports and Games" exhibition in '58.

Cordially,

Mary Elizabeth Jones

Mrs. Wyeth Jones
Director

CO-SPONSORED BY THE MILWAUKEE JUNIOR LEAGUE, INC.
AND THE MILWAUKEE ART INSTITUTE

MRS. WYETH JONES - DIRECTOR OF CAP

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December 30, 1957

Mr. Allen Kander
1624 Eye Street N. W.
Washington 6, New York

Dear Mr. Kander:

Mrs. Halpert, who is away for the holidays, asked me to reply to your letter of December 26th. The arrangement as outlined will be quite satisfactory.

Thank you

STUDENT ARTISTIC COMMITTEE



MONTREAL

COMITÉ ARTISTIQUE ÉTUDIANT

Dec. 24th, 1957

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Mrs. Edith Halpert
Downtown Gallery
32 East 51st St.
New York, N.Y.

Dear Mrs. Halpert,

I authorize Miss NONA MACDONALD to transport the collage
" Rhapsody in Blue " by Arthur Dove from the Downtown Gallery in New
York to the Museum of Fine Arts in Montreal.

Yours sincerely,

Peter Duffield
Co-chairman of the
Student Artistic Committee
McGill- University of Montreal.

December 23, 1957

Mr. Edward Dwight, Director
Milwaukee Art Institute
150 North Lincoln Memorial Drive
Milwaukee 2, Wisconsin

Dear Edward:

Upon my return from a much-needed vacation, I found among my weighty correspondence letters from you and Mrs. Wehr.

We, too, are delighted that these three outstanding paintings will be in your collection. Today all the necessary documents were sent to Mrs. Wehr as she requested.

Following is the information on the Marin and on the O'Keeffe:

Marin - CAPE SPLIT, MAINE - BOAT AND FLOWING SEA No. 2, 1936

EXHIBITED: Marin One-Man Show, An American Place, Jan. 1937
Newark Museum Mar. 1952
Renaissance Society, Univ. of Chicago, Feb. 1957

O'Keeffe - PATIO WITH CLOUD, 1936

EXHIBITED: 31st Annual, The Downtown Gallery Oct. 1956
Ogunquit Museum July 1957

The Donath, as you know, was owned by Robert Lecher, who inherited the Donath estate and subsequently left it to Weyand, who departed, as well, and from whose collection we acquired it. Unfortunately, I have no data to supply in this connection.

It will be so nice to see you during your forthcoming visit. Do let me know as soon as you arrive.

Happy holiday to you.

Sincerely yours,

EKM:ph

P.S. No doubt you have already made a copy of the color transparencies, which is OK with us, but will you return the originals, won't you?

rior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

THE NEW YORK PSYCHOANALYTIC INSTITUTE

247 EAST EIGHTY-SECOND STREET, NEW YORK 28, NEW YORK

Telephone: TRofolger 9-6900

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MARCUS SCHATNER, M.D. . . . Vice President
JACOB A. ARLOW, M.D. Secretary
JEAN A. LUXE, M.D. Treasurer

December 19, 1957

Mr. John Marin
The Downtown Gallery
32 East 51st Street
New York, N. Y.

Dear Mr. Marin:

This is to confirm the arrangements we made about the paintings from your gallery for our art exhibit and sale which we are holding at the Greenwich Gallery from January 16th through January 19th.

The following list is exactly what we agreed on except for the William Zorach water color, which our selections committee felt we had better eliminate:

1) Rattner	watercolor (1951)	"Two Bathers"	\$475.
2) Stuart Davis	watercolor (1924)	"Harbor"	450.
3) Zorach	sculpture (bronze)	"Dog Barking"	175.
4) Zerbe	guache (1954)	"Pacific Mask"	475.
5) Weber	guache (1949)	"The Circus"	275.
6) Kunyoshi	drawing (1941)	"Filling Station"	275.
7) Karfiol	watercolor (1948)	"Flowers"	175.
8) Shahn	drawing	"Gas Station"	175.
9) Marin	drawing (1949)	"Wave Movement"	300.
10) Hebal * bbronz	(to be tightened)	"Donna Traste- vera"	375.

If it would be possible for you to give us a second Zorach piece of sculpture, we would be most grateful.

As we agreed, we will pick up these art pieces Wednesday morning January 15th.

Could you include in our pick up any data pertaining to the individual artists which you might have from old catalogues, etc.

Thank you very much for your cooperation.

Yours truly,

Elizabeth Rosen

Elizabeth Rosen,
Chairman, Art Committee

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 50 years after the date of sale.

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

LIMITED PARTNERSHIP AGREEMENT

THE TUESDAY COMPANY

APPROVED FORM OF THEATRICAL LIMITED PARTNERSHIP AGREEMENT*

AGREEMENT made in New York City, New York, as of the date hereinafter stated, by the parties who shall execute this agreement as hereinafter provided.

Definitions & Construction.

Wherever used in this agreement the following terms shall have the following meanings:

The term "the play" shall mean the play described in subparagraph I of paragraph THIRTIETH hereof.

The term "contributions of limited partners" shall mean the amounts which the limited partners shall have set forth opposite their signatures, including any amounts which may be paid by giving obligations pursuant to paragraph FIFTH hereof, or which may be, or may have been, paid in advance as provided for in said paragraph FIFTH.

The term "aggregate limited contributions" shall mean the aggregate of the contributions of the limited partners.

The term "sinking fund" shall mean the sum set forth in subparagraph III of paragraph THIRTIETH hereof.

The term "estimated production requirements" shall mean the sum set forth in subparagraph IV of paragraph THIRTIETH hereof.

The term "cash office charge" shall mean the sum set forth in subparagraph V of paragraph THIRTIETH hereof.

The term "author" shall be deemed to mean the author, adapter and/or owner of the play, as the case may be, and shall be deemed to be used in the singular or plural, as the identity of the person or persons may require.

In the event that only one person shall sign as general partner, then the phrase "general partners" shall be construed to mean the singular.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or firms, corporation or corporations may require.

Representations & Warranties.

The general partners represent, warrant and/or agree:

(1) That they have entered into, or have duly acquired by assignment, a contract with the author of the play in the form of Minimum Basic Production Contract of the Dramatists Guild of the Authors League of America, Inc., and that (except as otherwise set forth in subparagraph I of paragraph THIRTIETH) the terms of the said contract are no more favorable to the author than the minimum terms provided for in the Producing Manager's Contract of the Dramatists Guild of the Authors League of America, Inc.

(2) That the aforesaid contract provides that the general partners have (i) the full and unencumbered right to produce the play in the United States and Canada, and (ii) an interest in the subsidiary rights in the play to the fullest extent permitted by the Producing Manager's Contract, subject only to such limitations, restrictions, conditions and contingencies, if any, as may be set forth in subparagraph II of paragraph THIRTIETH hereof;

(3) That in their opinion the total cost of opening a first-class production of the play in New York City, including all theatre deposits and all cash deposits (or the amount of obligations given in lieu thereof) required by Actors' Equity Association or similar organizations, and including all production expenses and the cost of an out of town try-out run will not exceed the sum set forth in subparagraph IV of paragraph THIRTIETH as the estimated production requirements;

(4) That the only sums expended or expenditures incurred by them, as of the date of this agreement, for which they are to be reimbursed under any provision of this agreement are the items set forth in subparagraph VIII of paragraph THIRTIETH;

(5) That they will receive no payments, directly or indirectly, from the partnership other than the cash office charge, any items set forth in subparagraph IX of paragraph THIRTIETH, and the share of profits hereinafter provided for;

(6) That they have not entered into any contracts pursuant to which any person employed by the partnership will receive a percentage of the gross box office receipts or a percentage of net profits to be considered as expense of the partnership, other than those set forth in subparagraph X of paragraph THIRTIETH. The general partners agree that they will not, on behalf of the partnership, enter into any such contracts other than those which may be reasonably necessary for the production of the play.

(7) That they have not entered into any contracts pursuant to which any person employed by the partnership will receive a percentage of the gross box office receipts or a percentage of net profits to be considered as expense of the partnership, other than those set forth in subparagraph X of paragraph THIRTIETH. The general partners agree that they will not, on behalf of the partnership, enter into any such contracts other than those which may be reasonably necessary for the production of the play.

Agreement.

FIRST: The parties hereto hereby form a Limited Partnership, pursuant to the provisions of Article 8 of the Partnership Law of the State of New York, for the purpose of managing and producing the play, and for the purpose of exploiting and turning to account the rights at any time held by the partnership in connection therewith, and for no other purpose.

SECOND: The general partners shall be the persons who shall execute this agreement as general partners. All of the other parties (and, in addition, those persons who shall execute this agreement as general partners, provided they also contribute as limited partners) shall be limited partners.

THIRD: The said partnership shall be conducted under the firm name set forth in subparagraph VI of paragraph THIRTIETH. The location of the principal place of business of said partnership shall be the place set forth in subparagraph VII of paragraph THIRTIETH. Said location may be changed to another place in the Borough of Manhattan, City of New York, upon notice from the general partners to the limited partners.

FOURTH: The general partners hereby agree to contribute to the partnership, by due and proper assignment, all of the rights in the play held by them, including those acquired or to be acquired under the aforesaid production contract with the author, and further agree that all other rights acquired or which may be acquired relating to the play, and to all services rendered or to be rendered

in connection therewith, shall belong to and be held in the name of the partnership. To the extent that any rights are now held or are acquired prior to the beginning of the term of the partnership, the general partners agree to execute due and proper assignments to the partnership.

FIFTH: Each of the limited partners shall contribute to the capital of the partnership, at the time hereinafter stated, the sum set forth as his contribution opposite his signature hereto; and such sums may be used for the payment of production, running and other expenses as defined herein.

If a limited partner shall give, or cause to be given, to Actors' Equity Association or any other similar organization an obligation acceptable to it in lieu of any cash deposits otherwise required from the partnership by such Association or other organization, and if he shall have stated in substance on the page of this agreement bearing his signature that he will so give or cause to be given such obligation, and the face amount thereof so given or to be given, and the organization to which given or to be given, then the amount specified in such acceptable obligation, when given, shall be deemed equivalent to the making by such limited partner of a cash contribution to the partnership of that amount. In the event that the play shall close before the repayment in full of the principal amount of the limited partners' contributions, and all or any part of such obligation shall have been satisfied by action of the partnership, then immediately after such action each limited partner who shall have furnished such an obliga-

* This form is approved and used by attorneys representing a substantial number of New York theatrical producers. However, paragraph THIRTIETH and subsequent clauses, if any, are not part of the Approved Form since they contain provisions and Special Arrangements which the general partners deem applicable to the particular play involved.

DALLAS MUSEUM OF FINE ARTS, DALLAS 26, TEXAS

December 26, 1957

Edith Halpert
32 East 51st Street
New York, New York

Dear Edith:

I was sorry that I did not get to spend some time with you on my recent visit. However, what with the bad weather and the subway strike I was hard at it trying to shorten all distances in the effort to collect material for our religious art exhibition which will be in March, April and May.

I did come back on Saturday and see the Last Judgment by Abraham Rattner and I hope we can have this for our exhibit even though, as I understood it, the three-panel painting had been invited to the Corcoran. Is it all right with you if I try to work out shipment from the Corcoran directly to us following their exhibition which as I remember it, ends March 3rd. I will correspond with Bill Williams and see if he can have it to us in time for the opening March 23rd. It is an excellent item for inclusion in the contemporary section of our exhibit and I only wish it were coming from you in New York so that it could be included in a large van which will bring large scale and heavy objects directly from New York to our museum in late January.

I also saw the "Peaceable Kingdom" by Hicks which you have and I think that we would like to have this if you can spare it. If it is agreeable with you, this painting by Hicks can come along with a large shipment which we are making by van from New York City around January 20th to 25th through the Schumm Traffic Agency. This shipment will include objects from the Crafts Museum, Museum of Modern Art, the Jewish Museum, French & Co., etc.

I am enclosing information sheets which I would appreciate your having filled out and returned to us about these two paintings.

The best of everything to you for the New Year.

Sincerely,

Gerry
Gerry Bywaters
Director

JB/cs
Enclosures

Prior to publishing information regarding sales transactions, researchers are responsible for obtaining written permission from both artist and purchaser involved. If it cannot be established after a reasonable search whether an artist or purchaser is living, it can be assumed that the information may be published 60 years after the date of sale.

THE MUSEUM OF MODERN ART

NEW YORK 19

THE MUSEUM COLLECTIONS

11 WEST 53rd STREET
TELEPHONE: CIRCLE 5-8900
CABLES: MODERNART, NEW YORK

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December 17, 1957

Dear Edith:

I think you know that Jim Soby has recently given our Museum Collections the Ben Shahn Father and Child along with six studies. I think the Father and Child is one of Shahn's best paintings of the mid forties. Together with the drawings it make a very fine addition to our already considerable group of Shahns.

I'm afraid you've been plagued pretty continuously by collectors asking for ~~affidavits~~ but since you are the only authority on the value of Shahns I have no choice but to trouble you. If you could take the time to send an appraisal in three copies to Jim both he and the Museum would very much appreciate it. His address is: Brushy Ridge Road, New Canaan, Connecticut.

appraisal

Sincerely,


Alfred H. Barr, Jr.

Mrs. Edith Halpert
The Downtown Gallery
38 East 51 Street
New York 22, New York

AHB:bj

P.S. On the accompanying sheet I list the seven works with their media and sizes.

Charles M. Liddle
91 State Street
Albany 1, N. Y.

December 16, 1959

The Downtown Gallery
32 East 57th Street
New York, New York

Dear Mr. Marvin:

Enclosed you will find my check for \$110.00 for which please send me one of the Ben Shahn "Supermarket" lithos which we looked at on Saturday. This is to be Mrs. Liddle's Christmas present, so please send it to the above address which is my office. The other address: 46 Down St., our residence, will be alright for other mail.

Should there be some charges for mailing, etc. I will be glad to pay them. I trust that the litho will be here before Christmas. We enjoyed visiting your gallery.

Yours very truly,
Charles M. Liddle

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December 28, 1966

Mr. James Thrall Soby
Brandy Ridge Road
New Canaan, Connecticut

Dear Mr. Soby:

I am very glad to list below the current market value of the Ben Shahn painting and drawings.

FATHER AND SON - Tempera, 1948 - 48" x 36" - \$3000.

One set of 6 charcoal drawings - preliminary studies for the above - \$1000.

Sincerely yours,

ESL:gh

December 23, 1957

Mrs. Edward R. Wehr
3055 West Wisconsin Avenue
Milwaukee 8, Wisconsin

Dear Mrs. Wehr:

Because I was on a vacation in Florida, your letter did not come to my attention until today.

Naturally I am delighted that these three outstanding paintings will be in the Milwaukee Art Institute eventually and I hope that you will enjoy having with them until such time as you decide to present them permanently.

As I mentioned previously, the 10% museum discount will be allowed in this instance and I am now enclosing the three separate bills as you requested in your communication of December 18th. The bills will be receipted as you instructed.

May I extend my best wishes for a very happy holiday.

Sincerely yours,

EOH:pb
Enclosures (3)


December 23, 1957

Mrs. Henry Weber
3061 North Marietta Avenue
Milwaukee 11, Wisconsin

Dear Mrs. Weber:

Thank you for your letter - and forgive me for not replying more promptly but I have been on a long vacation in Florida and did not return until this morning.

The Zerbe reproduced in VOGUE was sold the moment the magazine appeared on the stands and we had about twenty additional inquiries for it. However, we have in our collection a group of outstanding examples of Zerbe's work in the same medium, ranging in price from \$450. to \$900. If you like, I can send photographs and color notes to you. In any event, I can assure you that these are all superb in quality and are very specially priced because we purchased a large group outright.

I shall be glad to follow your wishes in the matter.

Sincerely yours,

EGH:ph

not to publishing information regarding sales transactions.
resellers are responsible for obtaining written permission
from both artist and purchaser involved. If it cannot be
established after a reasonable search whether an artist or
purchaser is living, it can be assumed that the information
may be published 60 years after the date of sale.

The Downtown Gallery
32 East 51 St.
U. Y. C., U. Y.
U. S. A.

30 December 1957

Dear Madame: I wonder if it would be possible for you — I anxiously hope so — to send to me abroad any free copies of catalogs, leaflets, or any other material that provide me with direct information concerning your gallery. I consider it undoubtedly very helpful if you would include those for exhibitions and shows, artists and their works your gallery has had.

Since I have never been in the United States, I have no experience of being inside your gallery, or for no experience of frequenting there at weekends.

As a matter of fact, through a score of my European and American friends and also through periodicals and correspondences from overseas, I have frequently told of the distinguished work your gallery has done. I feel therefore rather familiar, I believe, with your gallery than perhaps you imagine, only up to this time in a second-handed way. I would certainly like to come to visit if circumstances at all permit; for the moment they do not; so that I would be highly delighted if you would take a trouble of bringing myself closer by those first hand information.

I myself have independently been engaged in research on Modern Art and in creating works, and in the meantime I have from time to time come to note your remarkable achievement in the field.

Looking forward to hearing from you, I remain,
Very sincerely yours,

Houssane Mouradian

I address

The Condé Nast Publications Inc.

GREENWICH - CONNECTICUT

IVA S. V. PATCHEVICH, President
BENJAMIN BOGIN, Vice-President
FRANK P. SOULE, Vice-President

TELEPHONE
OLD GREENWICH
XEpLans 7-1721

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MB
*in this for no-
transferred to office
to billing for it*

December 26, 1957

The Downtown Gallery
32 East 51st Street
New York 22, New York

Gentlemen:

This letter is being sent merely as a friendly reminder because we believe that you have overlooked sending us a payment of \$55.00 covering advertising placed in the December 1, 1957 issue of Vogue.

According to our terms, this was due on December 10th.

If your check has already been mailed, please accept our thanks. Otherwise, may we have your remittance?

Very truly yours,

THE CONDE NAST PUBLICATIONS INC.

Frank A. Sweet

Frank A. Sweet,
Credit Manager

FAS:pwh

December 18, 1957

Mrs. Edith Halpert
The Downtown Gallery
32 East 51st Street
New York, New York

Dear Mrs. Halpert:

We are delighted with Mrs. Wehr's purchases. I trust she is taking care of paying you. I am returning the photographs we do not need. Would it be okay for us to have a copy made of the color transparency of the Marin? If I don't hear from you to the contrary, we will proceed. I will return the other photos as soon as we get ours from our photographer.

Your kindness to Mrs. Wehr means a great deal to us. She is a person of energy and discrimination. Having caught the fever herself she is now interesting others.

I hope to be in New York next year. It may be a very brief visit but I hope to see you.

Merry Christmas!

Sincerely yours,



Edward H. Dwight
Director

END mp

the dallas museum for contemporary arts

5966 WEST NORTHWEST HIGHWAY

dallas , texas

TELEPHONE . . . EM 1-0360



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Mrs. Edith Gregor Halpert, Director
The Downtown Gallery
32 East 51st Street
New York, New York

Dear Edith:

Received your letter of December 13 this morning, and hasten to ask you if it would not inconvenience you if we sent Lesson No. 1 back to you at the close of the show. We have a space problem, and if it is convenient for you, we would prefer to send it back on January first. Please let me know if this makes it hard for you.

Merry Christmas! Hope to see you soon.

Sincerely,

(Mrs. Edward Marcus)
Exhibitions Committee

BM:jr - Dictated, but signed in Mrs. Marcus' absence.

December 18, 1957

Via Air Mail, Special Delivery

December 16, 1957

Frederick S. Wight, Esq.
Director of the Art Galleries
University of California
Los Angeles 24, California

Dear Mr. Wight:

In the last-minute throes of taking off for a much-needed vacation in the South, Mrs. Halpert still had your letter of December 3rd and its contents very much on her mind.

She asked me to drop you this note to reassure you that immediately upon her return - which will be in about two weeks' time - she will sit down, relaxed, we hope, and concentrate on getting off all the answers to all your questions and straightening out whatever loose ends may be left to cope with.

Faithfully yours,

Margaret M. Halpert

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15/16/1957

Dear Miss Halpert,

Thank you for your forbearance.

Enclosed is the final payment
on the Stephen Greene picture
now bought on credit from you
so long ago.

Sincerely yours

Harvard Virginia Steele

Dec. 20 '57

765 PARK AVENUE

Dear Mrs. Halpert

Am I glad to get

this "attended to"

Happy Christmas

& best wishes for the

New Year -
John S. Jones

The Corcoran Gallery of Art

Washington 6, D. C.

HERMANN WARNER WILLIAMS, JR.
DIRECTOR AND SECRETARY

METROPOLITAN 8-3211

December 17, 1957

Mrs. Edith Gregor Halpert
The Downtown Gallery
32 East 51 Street
New York 22, New York

Dear Edith:

I enclose herewith a photograph of a watercolor by Charles Demuth, Circus Rider, which is being offered to the Gallery as a gift by the Honorable Francis Biddle. The size of the painting is approximately eight by ten inches. Would it be possible for you to give an appraisal for tax purposes as I believe you have probably seen the painting ~~either here or~~ at some earlier exhibition.

Sincerely yours,

Bll

Director

HWW/arf

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